

REQUEST FOR PROPOSAL

LRFP-2014-9115682

10 November 2014

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Joint evaluation of HIV-related capacity development initiatives on young key populations in Asia and the Pacific

SEALED offers should be sent to:

THE CHIEF OF SUPPLY AND LOGISTICS
UNICEF NCO
KSK Building Block B, 1st Floor
Opposite UN House
Pulchowk, Lalitpur

IMPORTANT - ESSENTIAL INFORMATION

The RFPs reference must be shown on the envelope containing the offer.

BID FORM AND SCHEDULE(S) MUST BE USED WHEN REPLYING TO THIS INVITATION.
You are welcome to enclose your own additional details etc., if necessary. However failure to complete the attached form or failure to complete the details as requested will result in invalidation.

Offers **MUST** be received by latest 1100 Hrs. on 25 November 2014. RFPs received after the stipulated date and time will be **INVALIDATED**.

OFFERS WILL ONLY BE ACCEPTED IN USD AS STATED IN THE ENCLOSURES TO THIS INVITATION. ANY OFFER RECEIVED IN ANY OTHER CURRENCY OTHER THAN USD WILL BE INVALIDATED.

IN ORDER TO FACILITATE THE SUBMISSION OF RFPs THROUGH EMAIL, THE SUBMISSION DULY STAMPED AND SIGNED CAN BE SCANNED ELECTRONICALLY IN PDF FORMAT AND SENT TO nepalsupply@unicef.org

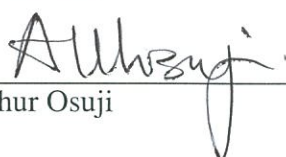


THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

Gopal Bahadur Shahi Thakuri
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : gshahi@unicef.org

Verified By:

 10/11/2014 -

Arthur Osuji

BID FORM

BID FORM must be completed, signed and returned to UNICEF.
Bid must be made in accordance with the instructions contained in this INVITATION.

TERMS AND CONDITIONS OF CONTRACT

Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION

Any request for information regarding this INVITATION must be forwarded by fax to the attention of the person who prepared this document, with specific reference to the Invitation number.

The Undersigned, having read the Terms and Conditions of INVITATION No. **LRFP-2014- 9115682** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Validity of Offer: _____

Currency of Offer: _____

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, which of the following Payment Terms are offered by you:

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____

Other Trade Discounts _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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SCHEDULE NO: 1 2014ROSA02

00010 1 Perf. unit

Joint evaluation of HIV-related capacity development initiatives on young key populations in Asia and the Pacific

(Detailed terms of reference, including evaluation scope/questions/methodology/deliverables attached along with the documentation indicated in the annex 1 of the terms of reference)

Summary:

The purpose of this formative evaluation is to inform decision-making and provide evidence-based inputs for the deliberations of the Inter-Agency Task Team on Young Key Populations (IATT on YKP) on how to strengthen and sustain current HIV-related capacity development initiatives on young key populations in the Asia-Pacific region.

The main objectives of the evaluation are to (i) ascertain the relevance, effectiveness, efficiency and sustainability of a variety of capacity development initiatives spearheaded by the task team during 2010-2014; (ii) clarify the strategic role of the IATT on YKP vis-à-vis governments and other development partners in providing capacity development-related support at regional and country levels; (iii) provide conclusions and actionable recommendations that can shape future programming for/with young key populations in the Asia-Pacific region.

On behalf of the members of the IATT on YKP, the UNICEF Regional Office for South Asia seeks expressions of interest from qualified consultancy firms to conduct the joint evaluation described in these terms of reference. The contract will be issued in 2014 with an expectation that the evaluation will be finalized by September 2015.

Background

While transitioning to adulthood and experiencing significant physical and psychological change, adolescents and youths For statistical consistency across regions, the United Nations defines adolescents as persons aged between 10 and 19 years, youths as persons aged 15-24. Young people designate anyone between the ages of 10 and 24 years. can become especially vulnerable to HIV. They may become sexually active or begin to experiment with drugs, which puts them at risk for HIV infection.

Across the Asia and Pacific region, an estimated half a million youths are living with HIV (UNAIDS, 2011). While the overall prevalence in most countries is low, the epidemic is especially concentrated among Young Key Populations at higher risk of HIV exposure (YKP) In 2008, the Independent Commission on AIDS in Asia indicated that 95% of all new HIV infections were among YKP.. YKP include anyone between the ages of 10 and 24 years (adolescent and youth) who is most likely to be exposed to HIV or to transmit it. YKP include young people living with HIV, young people who buy and sell sex, young men who have sex with men, young transgender persons and young people injecting drugs.

Since 2009, the HIV prevention, AIDS treatment, as well as the care and support needs of this key target group is addressed through a coordinated approach of UN agencies and civil society partners, grouped under the Asia Pacific Inter-Agency Task Team on Young Key Populations - hereafter referred as IATT on YKP. The IATT on YKP is a working group meant to strengthen the synergies of action between all stakeholders, including Young Key Populations themselves.

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The IATT on YKP includes a wide range of partners from civil society and UN agencies. Membership is open to any organization interested in working collaboratively to leverage financial and technical resources to support the HIV prevention and needs of YKP in the Asia-Pacific region. Every year, the task team is co-chaired by one civil society and one UN partner. The IATT on YKP is functioning with minimal budget and no additional staffing requirements from its members. The activities in the annual work plan are discussed and agreed by all the members of the task team at the beginning of each year, although funded and implemented by selected members.

As described in the terms of reference of the IATT on YKP The TOR of the IATT on YKP is part of the programme documentation that is available for the preparation of proposals for this evaluation (see annex 1 for the list of programme documentation)., the task team works towards the realization of various objectives: i) ensure that capable and effective young leaders from YKP are collaboratively engaged in the response to HIV and AIDS in the Asia-Pacific region; ii) develop the capacity of policy makers and programmers to address YKP issues in national policies and plans; iii) jointly advocate at the regional level for scaling up comprehensive evidence-informed interventions for YKP by governments and civil society; iv) provide regional guidance on the collection, analysis and use of strategic information (including surveillance data) to support advocacy, policies and programmes for YKP; v) encourage a coordinated UN and I/NGO approach toward expanded HIV, sexual health and human rights-related responses for YKP across the Asia-Pacific region.

The intent of the proposed evaluation is not to cover the entire work of the IATT on YKP. The evaluation is meant to specifically focus on the range of initiatives launched by the task team between 2010 and 2014 which had as common objective to develop the capacities of various stakeholders (young key populations, service providers, advocates, policy makers, etc.) to address the specific needs of YKP in the different countries of the region.

The initiatives launched by the IATT on YKP to build capacities are very diverse in terms of target groups, modalities and objectives. In particular, the evaluation will carefully examine the effects of the various initiatives on different sub-groups. For instance, it will examine how the interventions have benefited Government, I/NGO and UN staff and contributed to different levels of change within their respective organizational contexts. It will also examine how the initiatives have reached the various groups among young key populations and accounted for differences in age (adolescents, youths), gender and other equity markers (e.g. income, caste, ethnicity, language, religion, location, etc.). Numerous capacity development initiatives on YKP were spearheaded by the IATT on YKP. Moreover, in some cases individual members of the IATT on YKP have used the IATT products/materials to contribute further to expanding programmes aimed to develop national capacities related to young key populations. The evaluation will examine the range of capacity development initiatives that have been led or influenced by the work of the task team. They are broadly grouped under three categories, and further described as follows:

1) Short courses

A five-day course on #Understanding the focus of young key populations in concentrated and low prevalence HIV epidemics# (hereafter referred as #YKP course#) was developed and delivered five times in the region during 2010-2012: in Lao PDR in 2010; in Thailand, once in 2010, twice in 2011 and once in 2012. Participants in these courses were working in 22 different countries of the Asia-Pacific region.

At the request of two countries, Bhutan and Nepal, a seven-day #hybrid# course composed of modules on YKP as well as Adolescent Development and Participation (ADAP) was also designed. It was implemented once in 2013 with participants from the two countries.

While the development phase of the courses was initiated and financially supported by UNICEF, the implementation phase was part of the annual work plans of the IATT on YKP and financially supported jointly by UNICEF, UNFPA and UNESCO We nevertheless suggest that the development phase of the courses be part of this evaluation as it laid the foundation for the implementation phase.. The Melbourne International Adolescent Health Group (MIAHG) of the University of Melbourne was contracted to develop and implement the courses.

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The objectives of the courses are presented in annexes 2 and 3. An attempt to outline plausible theories of change for each course is also included since a preliminary review of the documentation indicated the absence of an explicit theory of change for the courses.

A participants# database on the short courses is being maintained by the Secretariat of the IATT on YKP and can be used to make some analysis on the profile of the participants - age group, country of work, functions, etc. Participants# feedback forms were collected at the end of each course. However no rigorous assessments or evaluations of the courses were conducted.

2) #New Gen Asia# initiative

To ensure that young key populations who need HIV and AIDS services are reached, young people require a strong voice and increased representation in the HIV and AIDS response. An initiative called #New Generation Asia# or #NewGen Asia# was designed with the aim of developing the capacity of young leaders from YKP to communicate their views. Launched in August 2011 at the 10th International Congress on AIDS in Asia and the Pacific in Busan (ICAAP 10), the NewGen initiative, spearheaded by the IATT on YKP, included two components: leadership course and mentoring programme.

The leadership course was initiated in 2011 by the IATT on YKP and developed by the Youth Research Centre at the University of Melbourne together with leaders from YKP - Youth LEAD took the lead in securing the participation of young people in the course development - and UN partners such as UNAIDS, UNESCO, UNFPA and UNICEF. Profiles of targeted participants and specific objectives of the course are summarized in annex 4.

In addition to the leadership course, the IATT on YKP launched the #NewGen Asia Mentoring Young Leaders Programme# at the ICAAP 10, linking emerging YKP leaders with well#established leaders working in the area of HIV and AIDS in the Asia-Pacific region. Thirty mentor-mentee partnerships/teams were established for a period of six months. The profiles of the targeted participants as well as the objectives of the mentoring programme are summarized in annex 5.

Prior to the establishment of the mentoring programme, a firm was commissioned by UNESCO and UNICEF to carry out a research with mentors and mentees. One of the key messages that emerged from this research was the need for some kind of framework to help align the expectations and support the focus of the initiative on realistic outcomes. As such, a #partnership plan# tool was developed and mentees and mentors encouraged using it. A mid-term assessment of the mentoring programme was also initiated in October 2012. Mentee-mentor pairs were invited to complete an online survey. The results of this assessment have informed the final phase of the programme.

A preliminary review of the programme documentation indicates the absence of explicit theory of change for the #New Gen Asia# initiative. However indicative theories of change for the course and mentoring programme are proposed in the annexes 4 and 5. Of particular importance in term of source of information for this initiative are the existence of pre and post assessments and an evaluation of the 2012 country evaluations.

3) Other capacity development initiatives

Since 2010, the IATT on YKP has launched a variety of other types of HIV-related capacity development initiatives for/with YKP. Considerable efforts were especially made to build the capacities of YKP and youth-led organizations to programme for YKP. While YKP were supported through participation in courses, mentoring programmes, skills-building sessions at regional/international conferences (two ICAAPs, two AIDS conferences) and engagement in various research and publications (e.g. Lost in Transition, Young People and the Law, Health Equity for All initiative), institutional development support was provided to Youth LEAD and Youth Voices Count (peer review of proposals/grant applications; funding support to cover some of the operational support costs like salaries; financial and technical support to support the NewGen Asia initiative).

Another area of support of the IATT on YKP was the development of governments# capacities to better understand and collect strategic information on YKP. This particularly included a regional experts

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meeting, the publication by UNICEF of a Strategic Information Operational Guidance, and the development of a forthcoming comic book.

In launching the evaluation, an important initial exercise will be to conduct a scan of this third category of capacity development initiatives. This scan will assist in determining the availability of data on which to base the evaluation and obtaining a better understanding of the additional capacity development initiatives that could be included as part of this evaluation.

Purpose

The purpose of this formative evaluation is to inform decision-making and provide evidence-based inputs for the deliberations of the Inter-Agency Task Team on Young Key Populations on how to strengthen and sustain current HIV-related capacity development initiatives on YKP in the Asia-Pacific region.

The evaluation will also generate evidence on the task team's performance in promoting capacity development at regional and country levels and highlight the benefits, missed and potential opportunities of inter-agency work and collaboration. Based on such evidence, it is expected that the evaluation will contribute to strengthening the work of the Task Team in the region and provide a valid base for scale up approaches in other countries of the region and the world.

Objectives

The principal objectives of the evaluation are to:

- Ascertain the relevance, effectiveness, efficiency and sustainability of the various capacity development initiatives on YKP launched by the task team or any of its members through the use of IATT products/materials;
- Clarify the strategic role of the IATT on YKP vis-à-vis governments and other development partners in providing capacity development-related support at regional and country levels.
- Provide conclusions and actionable recommendations that can shape future programming for/with YKP in the Asia-Pacific region.

Incoterms & Delivery Requested

Packing

Unit : Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

Total: Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

Lead Time & Related Charges

SPECIFIC TERMS AND CONDITIONS

INSTRUCTIONS TO THE BIDDERS

MARKING AND RETURNING PROPOSALS

SEALED PROPOSALS must be submitted to UNICEF office indicated NO LATER THAN 11:00Hrs Nepal local time on 25.11.2014. Proposals received in any manner other than as outlined in the instruction to bidders will be INVALIDATED.

Proposals shall be submitted in English, and shall be sealed in 1 outer and 2 inner envelope and all envelopes shall indicate the bidder's name and address. The outer envelope shall be addressed by the bid Reference number and the Opening date.

The first inner envelope shall be marked Technical Proposal and addressed in the same manner as the outer envelope, and shall contain the following documentation:

- (a) The proposed methodology/strategy for completion of the work as detailed in the Terms of Reference;
- (b) The proposed implementation plan with time line.
- (c) Supplier profile, including establishment, experience, client list etc;
- (d) The proposed team who will complete the work, including leader, members, experience and capability;
- (e) Corporate organogram (both of the supplier and the proposed team who will carry out the work);
- (f) Any other technical information that is relevant to the requirement.

The 2nd inner envelope shall be marked Price Proposal and addressed in the same manner as the outer envelope, and shall contain the following documentation:

- (a) Bidder registration/incorporation documents;
- (b) Audited financial statements for the past 2 years;
- (c) Price schedule and priced bill of quantities

The Price Proposal must cover all the services to be provided, and must itemize the following:

- (a) An all-inclusive rate per person/day (including honorarium and living expenses) for each proposed team member to be assigned to the project in the field and a rate for his/her work at the home office, if any;
- (b) An all-inclusive amount for any travel related expenses (indicating the number of trips required by each team member);
- (c) Other costs, if any, indicating nature and breakdown;
- (d) A summary of the total cost for the proposed services, excluding taxes from which UNICEF is exempt and as outlined in clause 5 of the General Terms and Conditions;
- (e) A proposed schedule of payments, all of which must be expressed and will be affected in USD.

Information which the bidder considers to be proprietary should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for UNICEF internal purposes only.

TIME FOR RECEIVING PROPOSALS

Sealed Proposals received prior to the stated closing time and date will be kept unopened. The Officer of the Bid Opening Unit will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.

UNICEF will accept no responsibility for the premature opening of a Proposal which is not properly addressed or identified.

Modification by fax of sealed Proposals already submitted in a sealed envelope will be considered if received prior to the closing time and date.

PUBLIC OPENING OF PROPOSALS

Bidders, or their authorized representative, may attend the public opening of the RFP at the time, date and location specified. The only envelope that will be opened at public bid opening is the Technical Proposal.

REQUEST FOR INFORMATION

Any request for information regarding the specifications should be forwarded to nepalsupply@unicef.org

CORRECTIONS

Erasures or other corrections in the Proposal must be explained and the signature of the Bidder shown alongside.

MODIFICATION AND WITHDRAWAL

All changes to a Proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal, or state the changes from the original Proposal.

Proposals may be withdrawn on written or faxed request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Proposal after it has been opened.

VALIDITY OF PROPOSALS

Proposals should be valid for a period of not less than 90 days after RFP opening, unless otherwise specified in the Specific Terms and Conditions. Bidders are requested to indicate the validity period of their Proposal, as UNICEF may award additional contracts against the lowest acceptable proposal if requests for identical services are received during the Proposal validity period. UNICEF may also request the validity period to be extended.

DISCOUNTS

Discounts on faster payment are acceptable to UNICEF. Time in connection with discounts offered will be computed from the date of receipt at UNICEF office of FULLY PAYMENT DOCUMENTATION as specified in the Contracts. Any discounts for any reason other than those mentioned on the RFP Form must be stated on the Proposal.

QUALITY ASSURANCE

If the Bidder is already certified, or in the process of being ISO 9001/9002/BS certified, this should be clearly indicated in the Proposal and a copy of the Certificate attached to the Bid.

RIGHTS OF UNICEF

UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Proposal.

UNICEF reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

EVALUATION OF PROPOSALS

Following closure of the RFP, proposals will be evaluated by a UNICEF evaluation team to assess their merits. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal.

A 2 stage procedure will be utilized in evaluating proposals, with evaluation of the Technical Proposal

being completed prior to any evaluation of the Price Proposal. Technical Proposals will be evaluated for compliance with the mandatory requirements of the RFP. pls see attached evaluation criteria sheet.

The Technical Proposal has a total possible value of 70 points. Technical Proposals receiving 49 points or higher, will be considered technically responsive and the Price Proposal will be opened. Proposals which are considered none technically compliant and non-responsive will not be given further consideration.

The total number of points allocated for the Price Proposal is 30. The maximum number of points will be allocated to the lowest price proposal that is opened and compared among those bidders which obtain the threshold points in the evaluation of the Technical Proposals. All other Price Proposals shall receive points in inverse proportion to the lowest price.

AWARD/ADJUDICATION OF PROPOSALS

The final selection of the most responsive proposals will be based on the best proposal overall, in terms of technical score and price. UNICEF reserves the right to make multiple arrangements for any goods/services where, in the opinion of UNICEF, the lowest acceptable Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF's best interest to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc bid which meets all the requirements.

ERROR IN PROPOSAL

Bidders are expected to examine all Schedules and all Instructions pertaining to the RFP. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

RFP TERMS AND CONDITIONS

This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:

- (a) Visit and inspect the bidder's premises;
- (b) Contact any/all referees provided;
- (c) Request additional supporting or supplementary information;
- (d) Arrange interviews with the proposed project team/consultants;
- (e) Reject any/all of the proposals submitted;
- (f) Accept any proposals in whole or in part;
- (g) Negotiate with the most favorable bidder;
- (h) Award contracts to more than 1 bidder, as UNICEF considers being in its best interests.

Bidders shall bear all costs associated with the preparation and submission of proposals, and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.

Proposal Evaluation Criteria

A. COMPLETENESS AND ACCURACY OF RESPONSE (Total points obtainable 20)

- #Proposal reflects a clear understanding of the interventions proposed for evaluation (10)
- #Proposal reflects a clear understanding of the tasks to be performed during the different phases of the evaluation (inception, data collection, data analysis, report writing) (10)

B. COMPANY'S SUITABILITY AND TEAM'S STRENGTHS (Total points obtainable 30)

- #Company's credentials; experience in managing formative evaluations using mixed methods; proven experience working in the region (10)

- #Presence of recognized experts in evaluation designs and all the thematic areas covered by the term of references as well as experience in conducting evaluations on such issues and providing recommendations both at operational and policy levels (10)
- # Experience of the company/team in qualitative methods, in particular in engaging adolescents and youths in research in an appropriate and ethical manner (10)

C. PROPOSED METHODOLOGY AND IMPLEMENTATION STRATEGY (Total points obtainable 20)

- #Proposal offers an overall plausible approach for the evaluation (10)
- #Proposal presents a realistic implementation timeline for the evaluation (10)



GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE OF PURCHASE ORDER

The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of the Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNICEF unless agreed to in writing by a duly authorized official of UNICEF.

B. PAYMENT

1. UNICEF shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
 2. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
 3. Unless authorized by UNICEF, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- The prices shown in this Purchase Order may not be increased except by express written, agreement of UNICEF.

C. TAX EXEMPTION

1. Section 7 of the Convention of the Privileges and Immunities of the United Nations provides, inter-alia, that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNICEF's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure.
2. Accordingly, the Supplier authorizes UNICEF to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

D. EXPORT LICENCES

Notwithstanding any INCOTERM used in the Purchase Order, the Supplier shall obtain any export licences required for the goods.

E. RISK OF LOSS Notwithstanding any INCOTERM used in this Purchase Order, risk of loss, damage to or destruction of the goods shall be borne by the Supplier until physical delivery of the goods to the consignee has been completed in accordance with the terms of this Purchase Order.

F. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under the Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

G. INSPECTION

1. UNICEF shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance not conforming to the Purchase Order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.
2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

H. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNICEF of the goods sold under the Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNICEF and the United Nations harmless from any actions or claims brought against UNICEF or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

I. RIGHTS OF UNICEF

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of the Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNICEF may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event UNICEF may hold the Supplier responsible for any excess cost occasioned thereby.
2. Refuse to accept delivery of all or part of the goods.
3. Terminate this Purchase Order without any liability for termination charges or any other liability of any kind of UNICEF.

J. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the goods and (ii) use and expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNICEF.

K. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of UNICEF assign, transfer, pledge or make other disposition of the Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

L. USE OF UNICEF OR UN NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNICEF or the United Nations for any purpose.

M. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNICEF without specific permission of UNICEF in each instance.

N. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

O. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

P. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNICEF to terminate the Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNICEF.

Q. MINES

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of antipersonnel mines or of components utilized in the manufacture of anti-personnel mines. The Supplier recognizes that a breach of this provision will entitle UNICEF to terminate its supply contract with the Supplier.

Rev.1 - 1 February 1997