unicef

United Nations Children's Fund
UNICEF Office for Croatia
Radnicka cesta 41/7
ZAGREB 10000
Croatia

Telephone 00385 1 2442 660
Facsimile 00385 1 2442 662
Email radnicka cesta 41/7
www.unicef.hr

REQUEST FOR PROPOSAL

LRFP-2016-9126452 **14 July 2016**

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Formative evaluation of the programme "Strengthening justice system in matters involving child victims and witnesses in criminal proceedings"

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THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

Ivan Gabaj
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : igabaj@unicef.org

Verified By:

Robert Mlinaric

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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-2016-9126452** 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_____

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~~The item contains the following services:~~

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	~~Detailed TOR enclosed~~			
	TOR_Evaluation J4C_Croatia final			
10	Consultancy service - formative evaluati	1 EA		
00010		1 Perf. unit		

*** Description changed ***

Incoterms & Delivery Requested **Lead Time & Related Charges**

Packing

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

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

SPECIFIC TERMS AND CONDITIONS

1.0 PROCEDURES AND RULES

1.1 ORGANISATIONAL BACKGROUND

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behaviour towards children. UNICEF's role is to mobilise political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices world-wide. UNICEF also has a research centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF's 37 committees raise funds and spread awareness about the organisations mission and work.

2.0 PURPOSE OF THE RFP

The UNICEF Office in Croatia would like to contract Formative evaluation of the programme "Strengthening justice system in matters involving child victims and witnesses in criminal proceedings"

3.0 PURPOSE & SCOPE OF WORK OF THE RFPS

The purpose of this formative evaluation is to primarily review and assess the relevance, efficiency, effectiveness, sustainability and impact to the extent possible, of the implemented Government of Croatia and UNICEF's Justice for Children program focusing on strengthening justice system in matters involving child victims and witnesses in criminal proceedings. More details in the enclosed "Terms of References" document.

The evaluation is undertaken at this specific point of time because of the end of UNICEF supported country programme for 2012 - 2016 agreed with the Government of Croatia, and it will identify and document lessons learned and UNICEF contribution so far in the application of international norms and standards in judicial practice in matters involving child victims and witnesses. However, as agreed with the Government of Croatia, UNICEF CO will continue to support strengthening national capacities for the full realisation of the child victims and witnesses' rights within judicial system in the next Programme Cycle. Therefore, evaluation will ensure recommendations to guide Government's and UNICEF's justice for children efforts in the period 2017-2021. This, if required, includes adjustments of the current joint programme activities approach.

Evaluation results and recommendations will inform key decision makers, such as Ministry of Justice, State Attorney's Office, Judicial Academy, Ombudsman for Children and other relevant public institutions, NGOs and experts. The results will also be shared with media and donors in order to increase an understanding of the importance of child friendly justice and strengthen advocacy efforts.

The knowledge generated by the evaluation should be used by:
· the MoJ as an important source of information for the further policy work and programming in the area of justice for children and access to justice;
· Ombudspersons to further strengthen their monitoring and advocacy efforts;
· UNICEF - for future programing and support to advancing the rights of children when they come into contact with the justice system or related systems.

The specific objectives of this evaluation are to:
1. Provide evidence on the achieved programme results and answer whether undertaken activities were relevant, efficient and effective against each programme objective:
a. to strengthen capacities of the judicial professionals working with children victims and witnesses of crimes;
b. to improve judicial procedures to become more child-friendly and assure its sustainability;
c. to equip courts with needed audio-visual equipment, that enables recording interviews and prevent secondary victimization.

2. Provide recommendations for program improvements and future steps in next Country Programme Document (2017 - 2021).

4.0 CONTRACTUAL PROCESS
The planned schedule of the RFPS process is as follows:
· Deadline for confirmation of interest: 27 July 2016
· Deadline for submission of questions or request for clarification: 27 July 2016
· Consolidated Q&A will be shared with interested consultants by email: 29 July 2016
· Closing date/deadline for submission of full and final proposal: 14 August 2016 (by 10:00 AM New York time)

5.0 PROCEDURES AND RULES
5.1 Confirmation of receipt and interest in the RFPS: Proposers are requested to confirm the receipt of, and interest in this Request for Proposal for Services to the following UNICEF contact person: IVAN GABAJ by email: igabaj@unicef.org copied to rmlinaric@unicef.org. In your correspondence, please give the full contact name, title, address, telephone, fax number and email address of the individual responsible for handling this RFPS.

5.2 IF THIS REQUEST WAS DELIVERED TO THE WRONG ADDRESS, we request that it be promptly re-directed to the person responsible for this field of activity within your institution. We apologize for any inconvenience.

6.0 RFPS CHANGE POLICY
6.1 Requests for clarifications must be submitted in writing by e-mail to IVAN GABAJ, email: igabaj@unicef.org copied to rmlinaric@unicef.org. Information provided verbally will not be considered a fundamental change and will not alter this RFPS.

6.2 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.

6.3 Proposals may be withdrawn in writing by e-mail to IVAN GABAJ, email: igabaj@unicef.org copied to rmlinaric@unicef.org prior to the opening time and date. Negligence on the part of the proposer confers no right for the withdrawal of the Proposal after it has been opened.

7.0 RFPS RESPONSE FORMAT
7.1 Electronic submission of proposals
All documentation submitted electronically should clearly indicate the reference number of the Request For Proposal (RFPS-xxx) in all three distinct sets of documents namely the file(s) making up the Proposal Bid Summary Form, the file(s) making up the Technical Proposal and the files(s) making up the Price Proposal. These files will be listed in the Proposal Bid

Summary form.

All electronic bidding documents must be submitted in ENGLISH, in either MS Office (Word, Excel) format or PDF Adobe Acrobat format, and in .zip file protected with password.

The UNICEF reference RFPS-xxx and proposer's name must appear in the file name of all submitted electronic bidding documents. For example:
· RFPS-xxx -PROPOSER-BidSummary.pdf (including signed Bid Form - page 3 of this LRFP)
· RFPS-xxx -PROPOSER-Technical Proposal.pdf
· RFPS-xxx -PROPOSER-Price Proposal.pdf
· RFPS-xxx -PROPOSER-File Passwords

Proposers should ensure that files submitted as part of their proposals are FREE of viruses, are not corrupted, are in the specified formats, are readable and applicable passwords are correct. Failure to comply with these requirements will invalidate proposals and prevent UNICEF from accepting the entire proposal.

Please note that at any time prior to the deadline for submission of Proposals, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the solicitation documents by amendment, including through provision of supplementary information. Prospective Proposers are therefore advised to check the website www.unicef.hr for any amendments and updates.

When submitted, all file(s) making up the Technical Proposal and all file(s) making up the Price Proposal must be protected with two different passwords (one password for all Technical Proposal files and one password for all Price Proposal files).

The Bid Summary Form should not be password protected and should be signed by the duly authorized representative of the submitting institution.

Passwords for all .zip files shall be submitted on the closing time indicated below in 7.2 to ROBERT MLINARIC by email: rmlinaric@unicef.org. These passwords should not be sent to any other recipient.

Proposals received in any other manner will be INVALIDATED. Please be informed that submissions can be sent in batches not to exceed UNICEF's email size quota of five (5) megabytes.

7.2 A full Technical Proposal, password protected, should be submitted in ENGLISH and must be received no later than 14 August 2016 by 10:00 AM New York time. Prices or rates shall not appear in any part of the technical proposal.

7.3 The Price Proposal, password protected, must be submitted in separate file and email and should be submitted in ENGLISH and must be received no later than 14 August 2016 by 10:00 AM New York time.

7.4 All references to descriptive materials should be included in the response, though the material/documents themselves may be provided as annexes to the proposal/response.

7.5 The proposer must provide sufficient information in the proposal to address each area of the Evaluation matrix contained in THE TERMS OF REFERENCE/ Annex I to allow the evaluation team to make a comparable assessment of the proposers and their proposals.

7.6 Offers delivered at a different address or in a different form than prescribed in this RFPS, or which do not follow the required confidentiality, or received after the designated time and date, will be rejected.

8.0 CONFIDENTIAL INFORMATION
8.1 Information which Proposers consider confidential or proprietary must be marked clearly as such next to the relevant part of the text, and UNICEF will then treat such information in confidence.

9.0 RIGHTS OF UNICEF
9.1 UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, or, unless otherwise specified by UNICEF or by the Proposer, to accept any item in the Proposal.

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

9.3 UNICEF also reserves the right to negotiate with the Proposer(s) who have submitted the most responsive evaluated proposals.

9.4 UNICEF shall not be held responsible for any cost incurred by the Proposers in preparing the response to this Request for Proposal for Services. This RFPS, along with any inquiries and responses thereto, and the proposals shall be considered the property of UNICEF and the proposals will not be returned to their originators.

10.0 PROPOSAL OPENING
10.1 Due to the nature of this RFPS, there will be no public opening of proposals.

B. TECHNICAL AND COMMERCIAL PROPOSAL REQUIREMENTS AND CONTENT

1.0 INFORMATION IN THE PROPOSAL

1.1 The proposer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this Request for Proposal for Services and the attached Terms of Reference. The proposal shall be composed of separate technical and financial proposals and shall adhere to the following:

1.1.1 All references to descriptive material and brochures should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.
1.1.2 Categories of information that are considered a mandatory requirement of this RFPS are outlined in the attached Terms of Reference.
1.1.3 The proposer must also provide sufficient information in the proposal to address each area of the items in the mandatory requirements to ensure the evaluation team can make a fair assessment of the company based only on its proposal.

Important note: Individuals who are not in position to form an evaluation team before applying, but see themselves as an evaluation leader are nevertheless encouraged to submit application that includes financial and technical offers.

If needed UNICEF will conduct additional recruitment process for evaluation team members.

Financial offer can be submitted in two ways:
1) for the entire team (based on their previous experiences and best estimate of financial and technical requirements), or
2) if option 1 is not feasible, applicants can submit financial offer that includes all of the financial constructs for evaluation team leader position

2.0 COMMERCIAL/PRICE PROPOSAL

2.1 The following commercial criteria must be outlined in the commercial proposal:
- Currency: US Dollar

2.2 UNICEF reserves the right to:
- Contact any or all references supplied by the proposer
- Request additional supporting or supplementary data (from the proposers)
- Arrange interviews with the proposed Project Team/Institution
- Reject any or all proposals submitted
- Accept any proposals in whole or in part
- Enter into negotiations with the selected proposer

3.0 PROPOSAL EVALUATION PROCESS AND METHOD

3.1 UNICEF will set up an evaluation/selection team composed of technical and contracting representatives. Following the submission of the proposals, an evaluation will be conducted to assess the merits of each proposal. The evaluation will be restricted exclusively to the contents of the proposal, references and corporate financial health.

3.2 Each response will first be evaluated by UNICEF for compliance with the mandatory requirements of this RFPS. Mandatory requirements are indicated throughout this RFPS by the words "mandatory", "shall", "must", or "will" in regard to obligations on the part of the proposer. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration.

3.3 Failure to comply with any of the terms and conditions contained in this RFPS, including the provision of all required information, may result in a proposal being disqualified from further consideration.

3.4 At the next stage, the responses which comply with the stated mandatory criteria will be evaluated in accordance with the technical evaluation criteria as outlined in this Terms of Reference and according to the relative weighting that UNICEF ascribes to each criterion.

3.5 For the proposal to be considered technically compliant for any service category, the proposer must achieve a minimum score of 50 Points. Proposals not meeting this minimum score will be considered technically non-complaint and will be given no further consideration.

3.6 Only at this stage will price be considered. The price/cost of each of the technically compliant proposals will be considered using the same methodology. The proposers should ensure that all pricing information is provided in accordance with Annex A and in this RFPS.

3.7 The maximum number of points for each service category will be allotted to the lowest price proposal (expressed as a non-weighted average of applicable personnel fees required for that category) that is opened and compared among those invited firms/institutions that obtain

the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price.

All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

3.8 At this point, the most favourable proposals will be selected for short-listing. The proposers on the short list may be given the opportunity to give UNICEF an oral presentation in order to be asked detailed questions for clarification of their proposals.

3.9 Finally, the overall score for each of the proposals is calculated based on a ratio of 70% - 30% between the technical and price proposals.

Maximum Points
Technical Proposal Score: 70 points
Price Proposal Score: 30 points
Overall Proposal Score: 100 points

The proposal shall include, as a minimum:

1. REQUEST FOR PROPOSAL FOR SERVICES FORM
1.1. The completed and signed proposal form must be submitted together with proposal.

2. TECHNICAL PROPOSAL containing :

The technical proposal shall not contain any price information.

The technical proposal should address all aspects and criteria outlined in this Request for Proposal, especially in its statement of work, terms of reference and paragraph 1.10 of this Request for Proposal. However, all these requirements represent a wish list from UNICEF. The bidders are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

2.1. Statement by the legal representative of the company/institution indicating the acceptance of conditions established in the Technical Specification, RFPS and their annexes, attachments.

2.2. Summary of corporate/institutions business area or academic structure

2.3. Detailed offer, expanding the outline provided in technical specification, and including key assumptions and requirements

2.4. Composition of Team, CV/Résumés of all team members, highlighting experience relevant to this area, certificates.

2.5. Contact information of references which similar services were submitted including the specific name of the job and any other explanatory information which the job and any other explanatory information which the supplier thinks relevant to the service subject to this RFP. Commencement and completion of date of contract and its value.

2.6. Work plan, showing tasks, timelines and allocation of work to team members.

2.7. Contact details of at least two references from among recent employers or client, for whom the proposer has carried out similar scope of work.

2.8. Any other information that the bidder considers relevant and/or complementary to her/his proposal.

3. FINANCIAL PROPOSAL (to be submitted in separate email):
Offer will correspond to the values of required equipment specified in the Technical Specification. The bidder should attach a detailed breakdown of the budget by line. Every charge, cost, value or similar must be given and detailed in HRK, excluding the Value Added Tax (VAT) as UNICEF is exempt from VAT.

3.1. Unit and total prices for each component

3.2. Duration of work for each team member.

3.3. Cost of travel/delivery, etc.

3.4. Overhead, general and administrative expenses.

3.5. Miscellaneous expenses.

C. COMMERCIAL PROVISIONS

1.0 PERFORMANCE
The resulting Institutional/Corporate Contract will define all applicable authorities related to this engagement. UNICEF will, together with the selected contractor(s), determine the criteria for fulfilment of the contract.

2.0 PROPERTY OF UNICEF
This Request for Proposal for Services, inquiries and answers and the Proposals are considered the property of UNICEF. All materials submitted in response to this Request shall remain with UNICEF.

3.0 MOST FAVOURED PRICING
3.1 The rates quoted by the successful proposer shall be locked in for the duration of the resulting contract. However, if at any time during the validity period of any resulting contract, the successful proposer offers to provide services as defined herein at a price/rate lower than the price/rate(s) effective under the contract to any 3rd party, the supplier shall thereafter offer the same price/rate(s) to UNICEF under the contract.

3.2 The successful proposer is obligated to advise UNICEF, without any delay, in the event that any lower pricing/rate (s) is offered to any 3rd party.

3.3 In the event that the successful proposer fails to notify UNICEF and reduce its price(s) accordingly, UNICEF reserves the right to, with immediate effect, terminate the contract.

3.4 Proposers are requested to provide prices in US Dollar. Failure to quote in US Dollar will invalidate the proposer.

3.5 Proposers are requested to confirm any discounts applicable to their proposals.

3.6 Proposers are requested to confirm any further discounts available for payment before UNICEF standard payment terms i.e. net 30 days.

4.0 VALIDITY OF PROPOSALS

4.1 Proposals should be valid for a period of not less than 90 days after proposal opening, unless otherwise specified in the Specific Terms and Conditions. Proposers are requested to indicate the validity period of their proposal, as UNICEF may issue contracts against the most responsive evaluated proposal if requests for identical services are received from our offices/divisions during the proposal validity period. UNICEF may also request the validity period to be extended.

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SPECIAL NOTES

The E-MAILED proposals should be sent to:
Robert Mlinaric, Operations Officer
E-MAIL: rmlinaric@unicef.org

IMPORTANT - ESSENTIAL INFORMATION
The reference RFPS number must be shown in ALL e-mail subject lines.
The Request for Proposal for Services form must be used when replying to this invitation.
Proposals must be received by latest 10:00 AM (New York time) on 14 August 2016.
Proposals received after the stipulated date and time will be invalidated.
Proposals must be sent to above e-mail address ONLY. Proposals sent to other addresses or sent by other means will be invalidated, even if received before the stipulated deadline.
Due to the high volume of communications, UNICEF will not issue confirmation as to receipt of your proposals.
It is important that you read all the provisions of the Request for Proposal for Services to ensure that you understand and comply with the UNICEF's requirements. Note that failure to submit compliant proposals may result in invalidation of your proposal or prolong the vendor selection process.

TERMS AND CONDITIONS OF CONTRACT
Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

No costs will be incurred before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

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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 not 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