

REQUEST FOR PROPOSAL (RFP)

18 February 2016

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite interested companies to submit a proposal for

Logistics and event management services to support UNICEF in organising "Adolescents consultation on access to health care services in the light of public consultations on the draft Health Code", 2 days' workshop

SEALED Proposals should be sent to:

UNICEF Moldova
131, 31 August 1989 street, Chisinau, Moldova
LRPS-DSU-2016-9123803

IMPORTANT – ESSENTIAL INFORMATION

The reference **LRPS-DSU-2016-9123803** must be shown on the envelope containing the Technical Proposal and on the envelope containing the Price Proposal, as well as on the outer packaging containing both envelopes.

The bid form must be used when replying to this request for proposal.

The Proposals **MUST** be received at the above address by latest 17:00 on **25 February 2016**. Due to the nature of this RFP, there will be no public opening of proposals.

Proposals received after the stipulated date and time will be invalidated.

It is important that you read all of the provisions of the request for proposal, to ensure that you understand UNICEF's requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.

BID FORM

THIS PAGE/BID FORM must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this Request for Proposal.

TERMS AND CONDITIONS OF CONTRACT

Any Contract or 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/email 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 RFP **LRPS-DSU-2016-9123803** set out in the attached document, hereby offers to supply the services specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel. No.: _____

E-mail: _____

Validity of Offer: _____

Currency of Offer: MDL

Please indicate after having read UNICEF Payment Terms which of the following Payment Terms are offered by you:

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

Other Trade Discounts: _____

1.0 PROCEDURES AND RULES

1.1. ORGANISATIONAL BACKGROUND

Adolescents and young people need counseling for solving problems related to their growing up, developing a harmless behavior and responsible attitude towards health. Counseling is the main working method in health and social issues related to adolescents. One of the objectives of adolescents' and youth' counseling is the support in developing their knowledge, attitudes and skills that influence health-related behavior, including sexual-reproductive health, prevention of unplanned pregnancy, prevention of HIV infection. Adolescents' and youth's counseling needs to be carried out in line with their age and psychological and social development level. To provide counseling to adolescents and youth, there should be an environment where the youth could speak up their most sensitive problems, even those which they had not planned to address at the beginning of the counseling.

The Convention on the Rights of the Child broke new ground by establishing children's right to be heard (Article 12), giving children and adolescents the right to express their views freely on all matters affecting them – especially within the family, school and community – and to have those opinions duly taken into account. This and the other 'participation rights' enumerated in the Convention enable adolescents to exercise progressively more control over decisions that concern them, in line with their evolving capacities. Young people learn best when they have real choices and are actively involved in dealing with their circumstances. Participation boosts confidence, builds skills and empowers children to protect their own rights.

Accessibility of healthcare services is guaranteed by the right to health, adolescents' right to health, including access to medical services, is safeguarded by UNCRC Articles 5, 12 and 25. In particular, this right is of special importance and value for the unprotected, vulnerable groups of the society. Physical access to healthcare services and institutions is essential for various vulnerable groups: the elderly, persons with locomotor deficiency, children and adolescents. Development of accessibility especially for young people to counseling and voluntary testing services in the Republic of Moldova is a priority strategy in preventing HIV/AIDS, increasing access to patients' health care and support, including those from vulnerable groups. Provision of HIV pre and post-testing counseling services contributes to public education, change in behavior for the new generation, as well as the decrease in HIV infection, offers the possibility to confidentially find out and accept one's own positive HIV status, benefiting from appropriate emotional and psychological support. These services are a convenient mean from an economic perspective in preventing HIV.

The Ministry of Health efforts to strengthen health system in Moldova by developing a new Code of Health¹, enhance the importance of children and adolescence access to medical services. Moreover, the document stress the principle of superior interests of children as a core element of the new Code. In line with its goal to promote adolescents' participation in decisions affecting their lives, UNICEF under the bilateral partnership with Ministry of Health of Republic of Moldova will consult the provision and proposed amendments of the draft Code of Health, particularly provisions related to medical services accessibility, with a group of adolescents from different regions of the country to identify recommendations from a youth perspective. The consultations will be organized through a workshop based on the adapted Four Circles Cycle methodology² as described under p. 2 below.

1. Purpose of the contract:

UNICEF Moldova seeks to hire an event organizing company to ensure high quality of the **“Adolescents consultation on access to health care services in the light of public consultations on the draft Health Code”**.

1 <http://particip.gov.md/proiectview.php?l=ro&idd=2774>

2 http://static1.squarespace.com/static/54b5958fe4b04ef644d837cb/t/54de54e3e4b0409b06548d09/1423856867517/Unicef_Cards_cycles_v4_11.14.pdf

The duration of the event is planned for 2 days. Intended audience will be about 50 young participants, including high level government officials, NGOs and local public authorities.

The venue to host the event will be determined and pre-booked from 3st to 4nd of March, 2016 by the selected company. Participants out of Chisinau Municipality area will be accommodated at the same venue, including guardians responsible for the safety and welfare of the children in their care for the period of the consultation. The hotel identified will ensure meals and coffee break of the participants during both days of the workshop.

The company will be responsible for all logistical arrangements and preparation of the event as sett in the Objective section here below.

2. Objectives of the contract:

The objectives of the consultancy are:

1. To print and organise in files workshop materials for two days' workshop in Chisinau;
2. To print badges for all participants of the event
3. To provide multimedia equipment and ensure its functionality during both days
4. To ensure venue/hall rent for up to 55 participants in close cooperation with UNICEF
5. To ensure accommodation and catering services for up to 30 participants
6. To provide necessary audio and video equipment
7. To ensure table name tag for high level participants; prepare packages of materials; arrange for display of publications, banners and other UNICEF visibility materials;
8. Based on the official travel price list, reimburse costs of public transportation expenses to participants and guardians outside Chisinau;
9. To assign two persons to supervise all arrangements including registration of participants at the beginning of the event and under de guidance of UNICEF to contract 5 moderators;
10. To organize coffee breaks and lunches for 55 participants (including translators, guardians and moderators)
11. To take photos of the events
12. To provide logistical and organisational support during and after the events

3. Details of how the work should be delivered:

To achieve the above-mentioned objectives, the agency will ensure the provision of following outputs:

- Flip charts, paper A1
- 3 cordless microphones, projector and a screen no smaller than 2mx3m;
- All necessary technical equipment installed
- Photos (electronic version)
- Accommodation and catering provided according to standards agreed with UNICEF
- Folders with training materials for all participants and moderators
- Badges
- Visibility items printed and arranged in the events facility

All other items necessary to fulfill the objective of these ToRs delivered. All outputs are to be delivered in accordance with a work plan proposed by the selected agency and agreed with UNICEF.

The events are planned to take place on 3-4 March 2016 in Chisinau.

4. Deliverables and delivery dates:

No.	Activity	Deliverables	Tentative deadlines*
1.	To print and organise in files workshop materials for the consultation with adolescents	<ul style="list-style-type: none"> • Training materials printed in black and white (ppt handouts and other information support, around 50 pages per participants) • Badges printed • Folders for participants prepared 	1 st March 2016
2.	To organise the consultation workshop on 3-4 March 2016	<ul style="list-style-type: none"> • Venue rented • Training materials distributed • Coffee and lunches provided • Multimedia functional during the event • Accommodation for participants provided 	3-4 March 2016
3.	To report on finalization of the events	<ul style="list-style-type: none"> • Report on implementation of the training events, including pictures 	29 March 2016

**Exact deadlines will be mutually agreed upon contract signature*

5. Performance indicators for evaluation of results:

The performance of work will be evaluated based on the following indicators:

- Completion of tasks specified in this ToR;
- Compliance with the established deadlines for submission of deliverables;
- Quality of work;
- Initiative and promptitude;
- Demonstration of high standards of work with UNICEF and with counterparts.

All events and activities will need to be performed under strict UNICEF guidance. All materials to be produced under this contract will be forwarded for production only after the final version will be approved by UNICEF. The materials, which will contain in their final version deviation from UNICEF requirements will not be accepted and will not be paid.

6. Qualifications and experience:

Institution/Company:

- Contractor must be a reputable logistic company with prior experience in organizing and successfully conducting public events;
- Contractor must guarantee timely and qualitative delivery of products;
- Contractor must be familiar with UNICEF branding rules and guidelines;

- Contractor should be able to provide services for reimbursement of public transportation expense of participants who will demonstrate it;
- Contractor must have the ability to work on time pressure and be flexible enough to adjust to UNICEF needs and expectations.

7. Financial Proposal

The financial proposal shall indicate total lump sum amount, as well as a detailed breakdown of budget items. Payments will be based on outputs, i.e. upon delivery of the services specified in the TOR.

8. Evaluation criteria for selection

Technical Criteria	Technical Sub-criteria	Maximum Points
Experience	- At least 3 years of experience in organizing and successfully conducting public events;	15
	- Proven timely and qualitative delivery of products;	15
	- Previous positive experience in working with UNICEF and/or other UN agencies;	10
	- Demonstrated ability to work on time pressure and enough flexible to adjust to UNICEF needs and expectations.	10
Sub-Total	.	50
Company and Key Personnel	Proposed team and its professional expertise - Team leader and members: relevant experience, qualifications, and position with institution;	10
	Technical equipment available - Projector and laptop - Portable screen - Microphones - Flip-charts	10
Sub-Total	.	20
Total Maximum	(minimum score for technical qualification: 55 points)	70

The total amount of points to be allocated for the price component is 30. The maximum number of points (30) will be allotted to the lowest price proposal of a technically qualified offer. Points for other offers will be calculated as $\text{Points (x)} = (\text{lowest offer}/\text{offer x}) * 30$.

Contract will be awarded to the offeror who obtains the highest cumulative score (technical +price points).

9. Materials to be submitted for the bidding

- CV of the organization with a proven record of relevant experience
- List and CVs of persons to be involved in the activities
- Proposed work plan for the activities
- Estimated budget

10. Definition of supervision arrangements:

The selected Agency will work under the supervision of the UNICEF Health Officer. Fees will be rendered upon written approval by the UNICEF Supervisor, and contingent upon the quality of deliverables.

11. Description of travel involved

All travel arrangements and expenses are covered by the selected company and included in the financial offer (lump sum).

12. Support provided by UNICEF:

To achieve the above mentioned objectives, UNICEF will facilitate contact with other organizations working in child rights area, and will provide timely feedback to all deliverables to be presented by the contracted organization. UNICEF will also provide the company with the branding book, visibility tool kit, and other supporting documents that will help delivering the tasks and will facilitate the dialogue with other partners involved.

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 worldwide. 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.

1.2 RFP CHANGE POLICY

All requests for formal clarification or queries on this RFP must be submitted in writing via e-mail at chisinau@unicef.org / via fax at 022-22-02-44. Please make sure that the e-mail or fax mentions the RFP reference number.

Only written inquiries will be entertained. Please be informed that if the question is of common interest, the answer will be shared with all potential RFP bidders.

Erasures or other corrections in the proposal must be explained and the signature of the applicant shown alongside. 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 request received from bidders prior to the opening time and date. Bidders are expected to

examine all instructions pertaining to the work. Failure to do so will be at bidder's own risk and disadvantage.

1.3 RFP RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later 17:00 on **25 February 2016** in one (01) original and one (01) copy, duly signed and dated. Bidders must submit a sealed proposal, with two **separate sealed envelopes inside for a) the Technical Proposal and b) the Price Proposal.**

Sealed proposals must be securely closed in suitable envelopes and dispatched to arrive at the UNICEF office indicated no later than the closing time and date.

They must be clearly marked as follows:

- Outer envelope: Name of company
RFP number **LRPS-DSU-2016-9123803**
UNICEF Moldova
131, 31 August 1989 Street, Chisinau, Moldova
- Inner envelope – technical proposal: Name of company, RFP number - technical proposal
- Inner envelope - price proposal: Name of company, RFP number - price proposal

Proposals received in any other manner will be invalidated.

Sealed proposals received prior to the stated closing time and date will be kept unopened. The responsible officers will open technical 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 not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

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

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

The bidder must also provide sufficient information in the proposal to address each area of the Proposal Evaluation contained in 1.10 to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.4 BIDDER RESPONSE

1.4.1 Formal submission requirements

The formal submission requirements as outlined in this Request for Proposal must be followed, e.g. regarding form and timing of submission, marking of the envelopes, no price information in the technical proposal, etc.

1.4.2 Bid Form

The completed and signed bid form must be submitted together with the proposal.

1.4.3 Mandatory criteria

All mandatory (i.e. must/have to/shall/should) criteria mentioned throughout this Request for Proposal have to be addressed and met in your proposal.

1.4.4 Technical Proposal

The technical proposal should address all aspects and criteria outlined in this Request for Proposal, especially in its statement of work and terms of reference. The criteria for the technical evaluation are detailed at the #9 of the ANNEX I (STATEMENT OF WORK AND TERMS OF REFERENCE). The technical offer should include the information requested, as well as any additional information the bidder considers important for evaluating the responsiveness of the offer.

No price information should be contained in the technical proposal.

1.4.5 Price Proposal

The price proposal should be as per but not limited to paragraph 1.10 of this Request for Proposal.

1.4.6 Checklist for submission of proposals

- Bid form filled in and signed
- Envelope for technical proposal
 - Technical proposal
 - Technical proposal does not contain prices
 - Envelope is sealed
 - Envelope is marked as follows:
Name of company, RFP number - technical proposal
- Envelope for price proposal
 - Price proposal
 - Envelope is sealed
 - Envelope is marked as follows:
Name of company, RFP number - price proposal
- 1 outer envelope
 - Containing bid form, envelope for technical proposal, and envelope for price proposal
 - Envelope is sealed
 - Envelope is marked as follows

Name of company
LRPS-DSU-2016-9123803
UNICEF Moldova
131, 31 August 1989 street, Chisinau, Moldova

1.5 CONFIDENTIAL INFORMATION

Information, which the bidder considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

1.6 RIGHTS OF UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Bidder in preparing the response to this Request for Proposal. The Bidder agrees to be bound by the decision of UNICEF as to

whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the bidder(s);
- request additional supporting or supplementary data (from the bidder(s));
- arrange interviews with the bidder(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- contract any number of candidates as required to achieve the overall evaluation objectives.

1.7 PROPOSAL OPENING

Due to the nature of this RFP, there will be no public opening of proposals.

1.8 PROPOSAL EVALUATION

After the opening, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The proposals will be evaluated against the following:

CATEGORY	POINTS
1. Technical Evaluation Criteria	70
Only proposals which receive a minimum of 55 technical evaluation points will be considered further.	
2. Price Proposal	30
The total amount of points allocated for the price component is 30. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which 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; e.g.:	
Score for price proposal X =	$\frac{\text{Price of lowest priced proposal}}{\text{Price of proposal X}} \times 30$
Total Technical and Price	100 Pts

The bidders should ensure that all pricing information is provided in accordance with the following:
The currency of the proposal **shall be in MDL**. The bidder will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones, as per the deliverable table. All prices/rates quoted must be **exclusive of all taxes** as UNICEF is a tax-exempt organization.

1.11 PROPERTY OF UNICEF

This RFP, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the bidder will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

1.12 VALIDITY

Proposal must be valid for a minimum of thirty (30) days from the date of opening of this RFP and must be signed by all candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorised representative of the institution. Bidders are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.13 CONTRACTUAL TERMS AND CONDITIONS

The UNICEF Special and General Terms and Conditions are attached and will form part of any contract resulting from this RFP.

1.14 FULL RIGHT TO USE AND SELL

The bidder warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF or the recipient Governments rights to use, sell, dispose of or, otherwise, deal with any item that may be acquired under any resulting Contract.

1.15 PAYMENT TERMS

Payment will be made only upon UNICEF's acceptance of the work performed in accordance with the contractual milestones. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include proposed stage payments.

United Nations Children's Fund
131, "31 August 1989" Str.,
UN House, Chisinau
Republic of Moldova

Telephone 373 22 22 00 45
Facsimile 373 22 22 02 44
chisinau@unicef.org
www.unicef.org/ceecis

ANNEX II - UNICEF GENERAL TERMS AND CONDITIONS

A.ACKNOWLEDGEMENT COPY

Acceptance of a Purchase Order shall form a binding contract with the Supplier signing and returning the acknowledgement copy or by the timely delivery of the goods specified.

B.DELIVERY DATE

Delivery Date to be understood as the time the goods have to be available at the location indicated under Delivery Terms (INCOTERMS).

C.PAYMENT TERMS

1. UNICEF shall, on fulfillment of the Delivery Terms, unless otherwise specified in the Purchase Order or Contract, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the customary shipping documents specified in the contract.
2. Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
3. Unless authorized by UNICEF, a separate invoice must be submitted in respect of each Purchase Order or Contract. Each invoice shall indicate the identification number of the corresponding Purchase Order or Contract.
4. The prices shown in the Purchase Order or Contract may not be increased except by express written agreement of UNICEF.
5. Inspection prior to shipment does not relieve the Supplier from his contractual obligations.
6. UNICEF shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase Order or Contract; payment for goods pursuant to the Purchase Order or Contract shall not be deemed an acceptance of the goods.

D.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 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.

E.EXPORT LICENCES

If an export licence or licences are required for the goods, the Supplier shall obtain the licence or licences.

F.RISK OF LOSS

Risk of loss, injury or destruction to the goods shall be borne by the Supplier until physical delivery of the goods has been completed in accordance with the Purchase Order or Contract.

G.FITNESS OF GOODS/PACKING

The Supplier warrants that the goods, including adequate packing, conform to the specifications 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.

H.WARRANTY CLAUSE

The Supplier warrants that the use or supply by UNICEF of the goods offered for sale under the Purchase Order or Contract do not infringe any patent, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold harmless UNICEF and the United Nations 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 from the Purchase Order or Contract.

I.RIGHTS OF UNICEF

In case of failure by the Supplier to perform under the terms and conditions of the Purchase Order or Contract, 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 the Purchase Order or Contract.

J.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 Contract, or any part thereof, or any of the Supplier's rights or obligations under the Purchase Order or Contract.
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, terminate the Purchase Order or Contract by giving the Supplier written notice of termination.

K.USE OF UNICEF NAME AND EMBLEM

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

L.PROHIBITION ON ADVERTISING

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

M. ARBITRATION

Any controversy, claim or dispute arising out of, or in connection with this Contract or any breach thereof, shall unless it is settled amicably by direct mutual negotiations, be referred 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.

N.PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

O.CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of the Supplier to Article 32 of the Convention 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.

P.ANTI-PERSONNEL MINES

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by the Supplier's company, is engaged in the sale or manufacture of anti-personnel 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 contract with the Supplier.