

## REQUEST FOR QUOTATION

LRFQ-2017-9135479

15 November 2017

(extension)

### UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a quotation for

**Supply of furniture and supplies (to be delivered to Rasht).**

Offers are invited by 15 November 2017 addressed to [babdoulhakov@unicef.org](mailto:babdoulhakov@unicef.org) for the supply of:

Del. terms: DAP MOHSSP

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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#### SCHEDULE NO: 1 44444

00010	U381000	6 each		
	Office table to perform writing and other works with additional boxes for placing documents or storing various items, a height of at least 70 cm			
00020	U381000	1 each		
	Set "Touch Corner - TRIO" The kit includes three bubble columns (height -150 cm 10 cm, soft base, two large safety mirrors.) The bubble column is the main and inalienable element of any sensory room, it creates strong visual, tactile and auditory stimulation. column, multiplies the space, and the soft platform for the column allows you to closely feel its therapeutic possibilities			
00030	U381000	1 each		
	A small pillow with which the child can take a comfortable pose, laying it under the head or under the feet. It can also be used as a seat. Pillow is nice to crumple in your hands and doing with it can attract the child's attention for a long time			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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## Incoterms & Delivery Requested

## Lead Time & Related Charges

### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

SCHEDULE NO: 2 4444

00040 U381000 1 each

The ottoman-armchair is a comfortable seat filled with polystyrene granules. The ottoman serves as an ideal support for a sitting or lying person, taking shape in accordance with the bends of the body. Sitting or lying on the padded stool you can relax and watch what is happening around. You can lie on your stomach, crushing the ottoman for yourself, hug him and relax your back muscles. The surface of the ottoman facilitates tactile stimulation of the body parts touching it. Light polystyrene granules filling it have a soft pleasant effect, contributing to better relaxation due to an easy acupressure. In addition, the air space between the granules provides good ventilation and dry heat, affectionately enveloping the body.

00050 U381000 1 each

Trapeze with granules Pillow in the form of a small slide, is an excellent addition to the classic pillows and puffs filled with polystyrene granules. With the help of a trapeze, you can take a comfortable pose, placing it under the head or legs. It can also be used as a seat. Granules filling the trapezium, contribute to a soft tactile stimulation

## Incoterms & Delivery Requested

## Lead Time & Related Charges

### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

SCHEDULE NO: 3 44444

00060 U381000 1 each

The corner is the main and inalienable element of any sensory room, it creates strong visual, tactile and auditory stimulation. The safe corner mirror placed behind the column multiplies the space many times, and the soft platform for the column allows you to closely feel its therapeutic possibilities

00070 U381000 1 each

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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The soft platform is designed to fix the bubble column. Bubble column gives strong visual, tactile and auditory stimulation. It sports multicolored air bubbles. This fascinating show will not leave indifferent neither children, nor adults.

A soft platform allows you to comfortably and close to the column

#### Incoterms & Delivery Requested

#### Lead Time & Related Charges

##### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg Volume.....cbm

#### SCHEDULE NO: 4 4444

00080 U381000 1 each

The ottoman serves as an ideal support for a sitting or lying person, taking shape in accordance with the bends of the body

00090 U381000 4 each

Baby folding chair "Transformer" A compact cube in the opening turns into a comfortable chair with bends, repeating the shape of the body.

#### Incoterms & Delivery Requested

#### Lead Time & Related Charges

##### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg Volume.....cbm

#### SCHEDULE NO: 5 44444

00100 U381000 2 each

Children's Touch Track Useful for the development of tactile perception, coordination and prevention of flat feet. It is recommended to walk on the path barefoot or in thin socks

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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## Incoterms & Delivery Requested

## Lead Time & Related Charges

### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 6 4444**

00110 U381000

1 each

Lying in the luminous pool, the child is, as it were, amid the sea of lights. He watches how the color of the balls changes, he touches them, which has a relaxing effect on the child, forcing him to forget about everything in the world.

## Incoterms & Delivery Requested

## Lead Time & Related Charges

### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 7 44444**

00120 U381000

1 each

Age from 12 months.

The child learns to insert three-dimensional geometric figures: a cylinder, a cube, a triangular and a rectangular prism into corresponding holes in different directions: from top to bottom, from top to bottom with mirror control and from itself. In the lower row it is required not only to enclose figurines, but also to open the door to get them.

Working with the module promotes the development of sensorimotorics, coordination of eye-hand movements, stereo gnostic perception, prepares the child for perception of the shape and projection of the form (using a mirror).

00130 U381000

1 each

Age from 18 months.

The wall module, made of plywood size 70x70 cm, with various slits.

The module is designed for the development of the wrist, by performing various movements associated with the movement of the handles along the slots. The upper slot offers simple top-down movements; in the next row of brush movement, vertically-horizontal, then - curvilinear and, finally, rotational movements of the wrist. Movements occur from left to right, which additionally forms the direction of movement, as in writing.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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The main purpose of the module is to prepare the hands and eyes for the letter.

#### Incoterms & Delivery Requested

#### Lead Time & Related Charges

##### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 8 444**

00140 U381000

2 each

For children from 3.5 years.

The frame allows the child to acquire the skill of lacing the shoes. Work with this framework is offered to the child after he learned how to work with laces on the fabric. The ability to lace greatly contributes to the development of concentration and stability of attention, develops independence

#### Incoterms & Delivery Requested

#### Lead Time & Related Charges

##### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 9 4444**

00150 U381000

2 each

The Pink Tower Age from 3 years.

10 cubes of natural wood, painted in pink, the length of the edges of which decrease from 10 to 1 cm, also includes 2 additional small cubes.

Working with this material, the child learns to visually distinguish the value. Indirectly there is a refinement of the visual sense, the development of coordination of movements, concentration of attention, the ability to compare objects and build a series of series, the formation of representations, and then the concepts: "big - small", "more than less than". There is a preparation for mathematics.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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### Incoterms & Delivery Requested

### Lead Time & Related Charges

#### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 10 44444**

00160 U381000

1 each

Colored plaques - box number 3 Age from 3 years.

A box with 9 compartments, in each of which there are 7 tablets from dark to light shades of the following colors: red, orange, blue, yellow, gray, brown, pink, green, purple.

The child learns to distinguish shades of the same color, learns to build a series of series, depending on the change in tone.

### Incoterms & Delivery Requested

### Lead Time & Related Charges

#### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 11 4444**

00170 U381000

1 each

The bars are made of plywood.

Designed for teaching the child to walk.

### Incoterms & Delivery Requested

### Lead Time & Related Charges

#### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 12 44444**

00180 U381000

1 each

The scaffold is made of plywood and an array of birch.

A remarkable material for teaching a child is not only to climb up the ladder on its own, but also to descend.

The equipment can be used not only as a training for kids, but also for older children for games and

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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competitions.

## Incoterms & Delivery Requested

## Lead Time & Related Charges

### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 13 4444**

00190 U381000

1 each

Bright toy of natural wood  
is intended for the development of small motor skills in children.  
Also can be used for exercises on studying colors.

## Incoterms & Delivery Requested

## Lead Time & Related Charges

### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 14 44444**

00200 U381000

10 each

A chair from "A Corner of Rest" More suitable for children without serious impairment

00210 U381000

1 each

Mat with footprints To the canvas-track sewn different traces: feet, palms and tiptoes. During lessons on the mat children can independently monitor the accuracy of the exercises. Classes contribute to the development of coordination of movements, strengthen the joints of the legs and hands, prevent the appearance of longitudinal and transverse flat feet

00220 U381000

1 each

Top-top mat is a rectangular mat made of colored material and 12 foam tablets, covered with a multi-colored easily washable polymer cloth, which are fastened to the mat with velcro. Each tablet shows a geometric figure. Overstepping or jumping from one element of the rug to another, children learn to navigate in space and coordinate their movements

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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## Incoterms & Delivery Requested

## Lead Time & Related Charges

### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 15 4444**

00230 U381000 10 each

The diameter of the sensory ball AL 244/2 is 50 cm. The sensory balls of the AL 244 and AL 297 series of different diameters are widely used for physical exercises with children, starting from the earliest age. They found wide application in the rehabilitation of children with musculoskeletal disorders. Special sets of exercises on the balls contribute to the development of the vestibular apparatus, the strengthening of various muscle groups. During the games and exercises with the ball, the cardiovascular and respiratory systems of the child are trained, as well as its visual and tactile stimulation

00240 U381000 2 each

Children's mat. Mats ensure the safety of children during physical training, relay race, games

00250 U381000 2 each

Folding mat. When folded, the mat becomes a child seat. In the unfolded form, the mat is intended for practicing physical culture, relay races, games. Folded can be used as furniture for role-playing games and recreation.

00260 U381000 1 each

Soft step Additional equipment to the dry pool. Comfortable and optimal for children, the elderly and people with disabilities.

00270 U381000 1 each

Children's frame spring trampoline "Jump" Round trampoline on a metal frame "dressed" in mats 6 cm thick, made of foam rubber. This allows you to maximally protect the child from possible impacts when falling. Due to this, children feel less afraid of a possible fall

00280 U381000 1 each

Cover "Decorate the Glade"



Item No	Item Description	Quantity/Unit	Unit Price	Amount
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## Incoterms & Delivery Requested

## Lead Time & Related Charges

### Packing

Unit : Dimension.....X.....X.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....X.....X.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 16 444**

00290 U381000

1 each

Game tactile panel "Hedgehog"

## Incoterms & Delivery Requested

## Lead Time & Related Charges

### Packing

Unit : Dimension.....X.....X.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....X.....X.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 17 4444**

00300 U381000

1 each

Cover "Cheerful Kaleidoscope" To "Turtle" series AL 225 developed five cases. The Cheerful Kaleidoscope cover is divided into five working sectors: boot, Parsley, rabbit, fish tank, chess field and one central sector with a zipper, in which are stored sets of figures: 2 mugs, 2 torches, 1 hood, 2 carrots, 3 perch, 3 scalars, 4 chips. The boot must be laced, Parsley - to collect, on the hare to fasten the jacket and give carrot in the paws, to "start" the fish in the aquarium, and play the game in the chess field. Turtle with a cover is a didactic material for individual and teamwork in the DOW.

00310 U381000

1 each

The mat with markings is a cloth of polymer fabric (140 by 200 cm), which are sewn on applications in the form of geometric figures of three colors.

00320 U381000

1 each

It can be used both for diagnostic and educational purposes for children with speech disorders.

00330 U381000

1 each

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Tactile box is designed for development of fine motor skills, tactile sensations and visual stimulation. The box is a box with doors, three tactile cells and four removable functional covers

### Incoterms & Delivery Requested

### Lead Time & Related Charges

#### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 18 44444**

00340 U381000

16 each

Soft chair . Metal frame, soft oval crossing, seat and back part - soft and placed with textile. Colour black or as ordered

### Incoterms & Delivery Requested

### Lead Time & Related Charges

#### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

**SCHEDULE NO: 19 4444**

00350 U381000

3 each

Book shelf, size: 880#430#1820 ##, weight 68.5kg

### Incoterms & Delivery Requested

### Lead Time & Related Charges

#### Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

## QUOTATION FORM

Quotation form must be completed, signed and returned to UNICEF. The Quotations must be made in accordance with the instructions contained in this Request.

UNICEF's General Terms and Conditions will apply to any resulting Purchase order. If you have not received a copy, please contact the UNICEF representative shown at address below.

The Undersigned, having read the Terms and Conditions of QUOTATION No. LRFQ-2017-9135479 set out in the attached document, hereby offers to supply the goods specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to The Terms and Condition set out or specified 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 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 \_\_\_\_\_

Quotation to be addressed to:

  
BABDOULHAKOV

Telephone :

Email : babdoulhakov@unicef.org

  
Toseef Ahmad Khan

## **SPECIAL NOTES**

### **Submission and Selection process**

The quotation will be a key basis for the selection. Bidder will be selected according to the competitiveness of their quotation and according to demonstrated past experience and cost efficiency approach.

The application package should be transmitted in sealed envelope with subject "LRFQ-2017-9135479 Supply of furniture and supplies" to the UNICEF Country Office in Tajikistan at following address: UNICEF, Dushanbe, 1 proezd Lohuti 5, 4th floor attention Mr. Toseef Ahmad Khan or via email to [dushanbe@unicef.org](mailto:dushanbe@unicef.org) by the set deadline: 15 November 2017 (by 14.00 Dushanbe time)

Public opening will be conducted on 06 November 2017 16:00 PM at UNICEF office

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## **INSTRUCTION TO BIDDERS**

### **1. BID SUBMISSION**

1.1 Bids shall be submitted in the manner specified in this solicitation document.

1.2 Bids must be clearly marked with the RFQ(S) number.

### **2. UNGM REGISTRATION**

2.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all bidders are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: [www.ungm.org](http://www.ungm.org)

## ANNEX A GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

#### Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Goods), the following terms have the following meaning:

"Affiliates" means, with respect to the Supplier, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Consignee" means the consignee designated in the Contract.

"Contract" means the purchase contract that incorporates these General Terms and Conditions (Goods). It includes purchase orders issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Goods" means the goods specified in the relevant section of the Contract.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FCA", "DAP" and "CIP") are references to those terms as defined by the INCOTERMS.

"Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

Supplier's "Personnel" means the Supplier's officials, employees, agents, individual sub-contractors and other representatives.

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html), as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct, and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.

#### 2. Delivery; Inspection; Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain any export licences required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to

Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier's performance under the Contract. The Supplier agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

#### Inspection

2.4 UNICEF or the Consignee (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF's request, the Supplier will provide its reasonable cooperation to UNICEF or the Consignee with regard to such inspection, including but not limited to access to production data, at no charge. The Supplier acknowledges that any inspection of the Goods by or on behalf of UNICEF or the Consignee does not constitute a determination that the specifications for the Goods set out in the Contract (including the mandatory technical requirements) have or have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF or the Consignee carries out an inspection of the Goods.

#### Delivery not Acceptance; Consequences of Delayed Delivery and Non-conforming Goods

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately consult with UNICEF to determine the most expeditious means for delivering the Goods; and (b) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to force majeure as defined in Article 6.7 below), if reasonably requested by UNICEF to do so. Partial deliveries of Goods will not be accepted unless prior written approval for such partial delivery has been given by UNICEF to the Supplier.

2.6 Delivery of the Goods will not constitute acceptance of the Goods. If some or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods (or any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract at UNICEF's option:

(a) UNICEF can reject and refuse to accept any or all of the Goods (including those that do conform to the Contract). If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs related to such replacement) or UNICEF may exercise its other rights set out below;

(b) UNICEF may procure all or part of the Goods from other sources, in which case the Supplier will be responsible for any additional costs beyond the balance of the Price for such Goods;

(c) Upon UNICEF's demand, the Supplier will refund all payments (if any) made by UNICEF in respect of the rejected Goods or the Goods that have not been delivered in accordance with the delivery dates and delivery terms;

(d) UNICEF can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.1 below;

(e) UNICEF can require the Supplier to pay liquidated damages as set out in the Contract.

2.7 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any consignment, UNICEF takes delivery of all or some of the Goods that have been delivered late or otherwise not in full compliance with the delivery terms and instructions or that are not in full conformity with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late delivery or non-compliant Goods.

#### Risk of Loss; Title to Goods

2.8 Risk of loss, damage to or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the

## ANNEX A GENERAL TERMS AND CONDITIONS

INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract; and (b) the Supplier will be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

2.9 Unless otherwise expressly provided in the Contract, title in and to the Goods will pass from the Supplier to the Consignee upon delivery of the Goods in accordance with the applicable delivery terms and acceptance of the Goods in accordance with the Contract.

### 3. Price; Invoicing; Tax Exemption; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2 The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier authorizes UNICEF to deduct from the Supplier's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use, in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Supplier of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Supplier will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6 Each invoice will confirm the Supplier's bank account details provided to UNICEF as part of the Supplier's registration process with UNICEF. All payments due to the Supplier under the Contract will be made by electronic funds transfer to that bank account. It is the Supplier's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Supplier of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off against any amount or amounts due and payable by UNICEF to the Supplier under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Supplier) owing by the Supplier to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). UNICEF will promptly notify the Supplier after it has exercised such right of set-off, explaining the reasons for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorized agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

### 4. Representations and Warranties; Indemnification; Insurance

#### Representations and Warranties

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform its other obligations under the Contract; (c) all of the information concerning the Goods and the Supplier that it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, is true, correct, accurate and not misleading; (d) it is financially solvent and is able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract; (e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; (f) it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods; and (g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Supplier further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Contract); (b) conform in all respects to the technical documentation provided by the Supplier in respect of such Goods and, if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable in all respects to such samples; (c) are new and factory-packed; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all liens, encumbrances or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Contract and applicable law.

4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the day twelve (12) months after fulfillment of the delivery terms or such later date as may be prescribed by law.

4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF (or, at UNICEF's instructions, the Government or other entity that receives the Goods) all manufacturers' warranties in addition to any other warranties under the Contract.

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.



## ANNEX A GENERAL TERMS AND CONDITIONS

### Indemnification

4.6 The Supplier will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to the purchase of the Goods and each Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by a third party and arising out of the acts or omissions of the Supplier or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation; (b) product liability; and (c) any actions or claims pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the Goods or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Supplier and UNICEF, only UNICEF itself (or relevant governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

### Insurance

4.8 The Supplier will comply with the following insurance requirements:

(a) The Supplier will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Supplier's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Supplier's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier's performance under the Contract. The Supplier's product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) sustained by UNICEF or third parties as a result of or relating to the Goods;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Supplier.

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Supplier will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Supplier's insurance required under this Article 4.8 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Supplier will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.8.

(f) Compliance with the insurance requirements of the Contract will not limit the Supplier's liability either under the Contract or otherwise.

### Liability

4.9 The Supplier will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Supplier's Personnel or sub-contractors in the performance of the Contract.

### 5. Intellectual Property and Other Proprietary Rights; Confidentiality

#### Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) the Supplier develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

#### Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Supplier receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made the Supplier (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national Government to establish protective measures or take such other action as may be appropriate; and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Supplier's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Supplier may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF; nor will the Supplier at any time use such information to private advantage.



## ANNEX A GENERAL TERMS AND CONDITIONS

### End of Contract

5.5 Upon the expiry or earlier termination of the Contract, the Supplier will:

(a) return to UNICEF all of UNICEF's Confidential Information or, at UNICEF's option, destroy all copies of such information held by the Supplier or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

### 6. Termination; Force Majeure

#### Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

#### Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

(b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or

(c) if the Supplier (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (ii) is granted a moratorium or a stay, or is declared insolvent; (iii) makes an assignment for the benefit of one or more of its creditors; (iv) has a receiver appointed on account of the insolvency of the Supplier; (v) offers a settlement in lieu of bankruptcy or receivership; or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract upon sixty (60) days' written notice to the Supplier without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF may direct in writing, for the minimization of losses and for the protection and preservation of any property (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier's receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Supplier's default (including but not limited to cost of the purchase and delivery of replacement or substitute goods).

6.6 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

### Force Majeure

6.7 If one Party is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Supplier (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

### 7. Ethical Standards

7.1 The Supplier will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Supplier represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Supplier, or will be offered by or on behalf of the Supplier, any direct or indirect benefit in connection with the Contract including the award of the Contract to the Supplier. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Supplier represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Supplier may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Supplier has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Supplier, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Supplier represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Supplier and the selection and awarding of sub-contracts by the Supplier), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Supplier further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Supplier will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combating Fraud and Corruption. In particular, the Supplier will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combating Fraud and Corruption.

7.5 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - [www.ungm.org](http://www.ungm.org)).

7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the

## ANNEX A GENERAL TERMS AND CONDITIONS

Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Supplier to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Supplier represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

7.8 The Supplier will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Supplier acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Supplier with immediate effect upon written notice to the Supplier if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Supplier breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Supplier or any of the Supplier's Affiliates, or (ii) the Supplier or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Supplier takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Supplier and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Supplier, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Supplier.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

### 8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Supplier's compliance with the provisions of Article 7 above. The Supplier will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Supplier's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Supplier will require its sub-contractors and its agents, including, but not limited to, the Supplier's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

### 9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

### 10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail), or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

### 11. Other Provisions

11.1 The Supplier acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The Supplier will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.4 (a) Except as expressly provided in the Contract, the Supplier will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under the Contract.

(b) In the event that the Supplier requires the services of sub-contractors to perform any obligations under the Contract, the Supplier will notify UNICEF of this. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

(c) The Supplier confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Supplier will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Supplier will further cooperate with UNICEF's implementation of this policy.

(d) The Supplier will be fully responsible and liable for all services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract. The Supplier's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

## ANNEX A GENERAL TERMS AND CONDITIONS

(e) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (v) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 11.4(d).

11.5 The Supplier will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Supplier's rights or obligations under the Contract.

11.6 No grant of time to by a Party to cure a default under the Contract, nor any delay or failure by a Party to exercise any other right or remedy available to it under the Contract, will be deemed to prejudice any rights or remedies available to it under the Contract or constitute a waiver of any rights or remedies available to it under the Contract.

11.7 The Supplier will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.8 The Supplier will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Supplier and its Personnel and sub-contractors, the Supplier will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the written permission of UNICEF.

11.9 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.10 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Supplier will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.



## Технические характеристики оборудования для ПМПК

№	Наименование	Предназначение (характеристика)
1.	Письменный стол	Для выполнения письменных и других работ с дополнительными ящиками для размещения документов или хранения различных предметов, высотой не менее 70 см
2.	Комплект "Сенсорный уголок - ТРИО"	В комплект входит три пузырьковые колонны (высотой -150 см диаметр – 10 см, мягкое основание, два больших безопасных зеркала. Пузырьковая колонна основной и неотъемлемый элемент любой сенсорной комнаты, она создает сильную зрительную, тактильную и слуховую стимуляцию. Безопасное угловое зеркало, помещенное за колонной, многократно увеличивает пространство, а мягкая платформа для колонны позволяет близко ощутить ее терапевтические возможности.
3.	Детская подушка с гранулами	<i>Небольшая подушка, с помощью которой ребенок сможет принять удобную позу, подложив её под голову или под ноги. Её можно использовать и в качестве сидения. Подушечку приятно мять в руках и занятие с ней может надолго привлечь внимание ребенка.</i>
4.	Пуфик-кресло с гранулами	<i>Пуфик-кресло - удобное сидение, наполненное полистирольными гранулами. Пуфик служит идеальной опорой для сидящего или лежащего человека, принимая форму в соответствии с изгибами тела. Сидя или лежа на пуфике можно расслабиться и наблюдать за происходящим вокруг. Можно лечь на живот, подмяв пуфик под себя, обнять его и расслабить мышцы спины. Поверхность пуфика способствует тактильной стимуляции соприкасающихся с ним частей тела. Лёгкие полистирольные гранулы, наполняющие его, оказывают мягкое приятное воздействие, способствуя лучшему расслаблению за счёт лёгкого точечного массажа. Кроме того, воздушное пространство между гранулами обеспечивает хорошую вентиляцию и сухое тепло, ласково окутывающее тело.</i>

5.	Трапедия с гранулами	Подушка в форме небольшой горки, является прекрасным дополнением к классическим подушечкам и пуфикам, наполненным полистирольными гранулами. С помощью трапедии вы сможете принять удобную позу, подложив её под голову или ноги. Её можно использовать и в качестве сидения. Гранулы, наполняющие трапедию, способствуют мягкой тактильной стимуляции.
6.	Игровой уголок с пузырьковой колонной "Зазеркалье"	Уголок-основной и неотъемлемый элемент любой сенсорной комнаты, он создает сильную зрительную, тактильную и слуховую стимуляцию. Безопасное угловое зеркало, помещенное за колонной, многократно увеличивает пространство, а мягкая платформа для колонны позволяет близко ощутить ее терапевтические возможности.
7.	Детский уголок с пузырьковой колонкой	Мягкая платформа предназначена для крепления пузырьковой колонны. Пузырьковая колонна дает сильную зрительную, тактильную и слуховую стимуляцию. В ней резвятся разноцветные пузырьки воздуха. Это завораживающее зрелище не оставит равнодушными ни детей, ни взрослых. А мягкая платформа позволяет комфортно и близко расположиться к колонне.
8.	Макси-пуф ✓	Пуфик служит идеальной опорой для сидящего или лежащего человека, принимая форму в соответствии с изгибами тела.
9.	Детское складное кресло "Трансформер"	Компактный кубик при раскрытии превращается в удобное кресло с изгибами, повторяющими форму тела.
10.	Детская сенсорная дорожка	Полезна для развития тактильного восприятия, координации и профилактики плоскостопия. Рекомендуются ходить по дорожке босиком или в тонких носках.
11.	Сухой бассейн с подвеской	Лежа в светящемся бассейне, ребенок находится, как бы, среди моря огней. Он наблюдает, как изменяется цвет шариков, он их трогает, что оказывает расслабляющее действие на ребенка, заставляя забыть его обо всем на свете.

12.	Настенный модуль с объемными телами и зеркалами	<p>Возраст от 12 месяцев.</p> <p>Ребенок учится вкладывать объёмные геометрические фигуры: цилиндр, куб, треугольную и прямоугольную призму в соответствующие отверстия в различных направлениях: сверху вниз, сверху вниз с зеркальным контролем и от себя. В нижнем ряду требуется не только вложить фигурки, но и открыть дверцу, чтобы достать их.</p> <p>Работа с модулем способствует развитию сенсомоторики, координации движений глаз-рука, стерео гностического восприятия, подготавливает ребенка к восприятию формы и проекции формы (с помощью зеркала).</p>
13.	Настенный модуль для упражнений в развитии запястья	<p>Возраст от 18 месяцев.</p> <p>Настенный модуль, выполненный из фанеры размером 70х70 см., с различными прорезями.</p> <p>Модуль предназначен для развития запястья, путем выполнения различных движений, связанных с передвижением ручек по прорезям. Верхняя прорезь предлагает простые движения сверху вниз; в следующем ряду движения кисти вертикально-горизонтальные, далее – криволинейные и, наконец, вращательные движения запястья. Движения происходят слева направо, что дополнительно формирует направления движения, как при письме.</p> <p>Главное назначение модуля – подготовка руки и глаз к письму.</p>
14.	Рамка со шнуровкой и крючками на коже	<p>Для детей от 3,5 лет.</p> <p>Рамка позволяет ребенку приобрести навык шнурования ботинок. Работа с этой рамкой предлагается ребенку после того, как он освоил способ работы со шнурками на ткани. Умение шнуровать во многом способствует развитию концентрации и устойчивости внимания, развивает самостоятельность.</p>
15.	Розовая башня	<p>Возраст от 3-х лет.</p> <p>10 кубов из натурального дерева, окрашенных в розовый цвет, длины ребер которых уменьшаются от 10 до 1 см., также</p>

		<p>в комплект входят 2 дополнительных маленьких кубика.</p> <p>Работая с этим материалом, ребенок учится визуально различать величину. Косвенно происходит уточнение зрительного чувства, развитие координации движений, концентрация внимания, умение сравнивать предметы и строить сериационный ряд, формирование представлений, а затем и понятий: «большой – маленький», «больше, чем – меньше, чем». Происходит подготовка к математике.</p>
16.	Цветные таблички - ящик №3	<p>Возраст от 3-х лет.</p> <p>Ящик с 9 отделениями, в каждом из которых находятся по 7 табличек от темного до светлого оттенков следующих цветов: красный, оранжевый, синий, желтый, серый, коричневый, розовый, зеленый, фиолетовый.</p> <p>Ребенок учится различать оттенки одного и того же цвета, учится выстраивать сериационный ряд в зависимости от изменения тона.</p>
17.	Брусья "Первые шаги"	<p>Брусья выполнены из фанеры.</p> <p>Предназначены для обучения ребенка хождению.</p>
18.	Лесенка с тремя ступеньками	<p>Лесенка выполнена из фанеры и массива березы.</p> <p>Замечательный материал для обучения ребенка не только самостоятельно подняться по лесенки, но и спустится.</p> <p>Оборудование можно использовать не только как обучающее для малышей, но и с детьми старшего возраста для игр и соревнований.</p>
19.	Тактильно-развивающая игрушка "Трещотка"	<p>Яркая игрушка из натурального дерева предназначена для развития у детей мелкой моторики.</p> <p>Также может быть использована для упражнений на изучение цветов.</p>
20.	Стул из "Уголка отдыха"	<p>Больше подходит для детей не имеющих серьезных двигательных нарушений</p>
21.	Коврик со следочками	<p>К полотну-дорожке пришиты разные следы: ступни, ладошки и цыпочки. Во время занятий на коврике дети могут самостоятельно осуществлять контроль</p>



		точности выполнения упражнений. Занятия способствуют развитию координации движений, укрепляют суставы ног и рук, предотвращают появление продольного и поперечного плоскостопия.
22.	Коврик "Топ-топ"	Коврик "Топ-топ" представляет собой прямоугольный коврик из цветного материала и 12 поролоновых таблеток, обтянутых разноцветной легко моющейся полимерной тканью, которые крепятся на коврике с помощью липучек. На каждой таблетке изображена геометрическая фигура. Перешагивая или перепрыгивая с одного элемента коврика на другой, дети учатся ориентироваться в пространстве и координировать свои движения.
23.	Мячи	Диаметр сенсорного мяча АЛ 244/2 составляет 50 см. Сенсорные мячи серии АЛ 244 и АЛ 297 разного диаметра широко используются для физических упражнений с детьми, начиная с самого раннего возраста. Они нашли широкое применение в реабилитации детей, имеющих нарушения опорно-двигательного аппарата. Специальные комплексы занятий на мячах способствуют развитию вестибулярного аппарата, укреплению различных групп мышц. Во время игр и занятий с мячом происходит тренировка сердечно-сосудистой и дыхательной систем ребенка, а также его зрительная и тактильная стимуляция.
24.	Детский мат	Маты обеспечивают безопасность детей во время физкультурных занятий, проведения эстафет, игр.
25.	Складной мат	В сложенном виде мат превращается в детское кресло. В разложенном виде мат предназначен для занятий физкультурой, эстафет, игр. В сложенном виде может быть использован как мебель для ролевых игр и отдыха.
26.	Мягкая ступенька	Дополнительная комплектация к сухому бассейну. Удобна и оптимальна для детей, пожилых людей и людей с ограниченными возможностями.

27.	Детский каркасный пружинный батут "Прыжок"	Круглый батут на металлической раме "одет" в маты толщиной 6 см., изготовленные из поролона. Это позволяет максимально обезопасить ребенка от возможных ударов при падении. За счет этого у детей уменьшается чувство страха от возможного падения.
28.	Чехол "Украсть полянку"	К "Черепаше" серии АЛ 225 разработаны пять чехлов. Чехол "Украсть полянку" разбит на пять рабочих секторов и один центральный сектор на молнии, в котором хранятся комплекты фигур: 5 ромашек, 5 грибочков, 5 бабочек, 5 листочков клена и 5 листочков тополя. Все фигурки крепятся к чехлу при помощи липучек. Черепаша с чехлом представляет собой дидактический материал для индивидуальной и коллективной работы в ДОУ. Занятия с чехлом формируют понятия цвет, форма, название, счет до 5-ти, развивают мелкую моторику и координацию движений рук-глаз.
29.	Игровое тактильное панно "Ежик"	На панно из коврового материала с помощью липучек крепятся различные по форме, цвету, материалу и фактуре детали. Ощупывая и переставляя их, ребенок учится различать свойства предмета, их цвет, форму. Вы можете легко придумать игровой сюжет, что очень важно для занятий с детьми дошкольного возраста. Активно используя для изучения глаза и руки, дети развивают зрительно-моторную координацию, тактильную чувствительность пальцев, осваивают различные виды захвата кистью.
30.	Чехол "Веселый калейдоскоп"	К "Черепаше" серии АЛ 225 разработаны пять чехлов. Чехол "Веселый калейдоскоп" разбит на пять рабочих секторов: сапожок, Петрушка, заяц, аквариум с рыбками, шахматное поле и один центральный сектор на молнии, в котором хранятся комплекты фигур: 2 кружка, 2 факела, 1 колпак, 2 морковки, 3 окуня, 3 скалярии, 4 фишки. Сапожок нужно шнуровать, Петрушку - собрать, на зайке застегнуть курточку и дать в лапки морковки, в аквариум "запустить" рыбок, а на шахматном поле сыграть в игру. Черепаша с чехлом

		представляет собой дидактический материал для индивидуальной и коллективной работы в ДОУ.
31.	Дидактический коврик с разметками	Коврик с разметками представляет собой полотно полимерной ткани (140 на 200 см) на которые пришиты аппликации в виде геометрических фигур трех цветов.
32.	Книга «Игры в логопедической работе с дошкольниками с тяжелыми нарушениями речи»	Может использоваться как в диагностических, так и в образовательных целях для детей с нарушениями речи.
33.	Тактильный ящик	Тактильный ящик предназначен для развития мелкой моторики, тактильных ощущений и зрительной стимуляции. Ящик представляет собой ящик с дверцами, тремя тактильными ячейками и четырьмя съемными функциональными крышками и тд.



## Номгӯи таҷҳизотҳо

№	Номи таҷҳизот	Шумора
1.	Миз	6 дона
2.	Курсӣ	16 дона
1.	Чевон	3 дона
2.	Комплект "Сенсорный уголок - ТРИО"	1 дона
3.	Детская подушка с гранулами	1 дона
4.	Пуфик-кресло с гранулами	1 дона
5.	Трапедия с гранулами	1 дона
6.	Игровой уголок с пузырьковой колонной "Зазеркалье"	1 дона
7.	Детский уголок с пузырьковой колонкой	1 дона
8.	Макси-пуф	1 дона
9.	Детское складное кресло "Трансформер"	4 дона
10.	Детская сенсорная дорожка	2 дона
11.	Сухой бассейн с подвеской	1 дона
12.	Настенный модуль с объемными телами и зеркалами	1 дона
13.	Настенный модуль для упражнений в развитии запястья	1 дона
14.	Рамка со шнуровкой и крючками на коже	2 дона
15.	Розовая башня	2 дона
16.	Цветные таблички - ящик №3	1 дона
17.	Брусья "Первые шаги" ✓	1 дона
18.	Лесенка с тремя ступеньками	1 дона
19.	Тактильно-развивающая игрушка "Трещотка"	1 дона
20.	Стул из "Уголка отдыха"	10 дона
21.	Коврик со следочками	1 дона
22.	Коврик "Топ-топ"	1 дона
23.	Мячи	10 дона
24.	Детский мат	2 дона
25.	Складной мат	2 дона
26.	Мягкая ступенька	1 дона
27.	Детский каркасный пружинный батут "Прыжок"	1 дона
28.	Чехол "Украсть полянку"	1 дона
29.	Игровое тактильное панно "Ежик"	1 дона
30.	Чехол "Веселый калейдоскоп"	1 дона
31.	Дидактический коврик с разметками	1 дона
32.	Книга «Игры в логопедической работе с дошкольниками с тяжелыми нарушениями речи»	1 дона
33.	Тактильный ящик	1 дона
34.	Чадвали инкишофи кӯдак	4 дона

