REQUEST FOR QUOTATION

LRFQ-2020-9163071

11 November 2020

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a quotation for

Procurement of Diapers for Kids and Adults

Offers are invited by 20 November 2020 addressed to apopivoda@unicef.org for the supply of:

<table>
<thead>
<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>00010</td>
<td>U369395 Procurement of Diapers for Kids</td>
<td>700 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Size 4: 250 jumbo packs</td>
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<td></td>
<td>Size 5: 250 jumbo packs</td>
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<tr>
<td></td>
<td>Size 6: 200 jumbo packs</td>
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<tr>
<td>00020</td>
<td>U369395 Procurement of Diapers for Adults</td>
<td>800 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Size M: 400 jumbo packs</td>
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<tr>
<td></td>
<td>Size L: 400 jumbo packs</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Incoterms & Delivery Requested

Packing

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

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

Lead Time & Related Charges

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-2020-9163071 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:

APOPIVODA
Telephone:
Email : apopivoda@unicef.org

Kosa Buskovic
Digitally signed by Kosa Buskovic
Date: 2020.11.12
12:00:00 +01'00'

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November 11, 2020
REQUEST FOR QUOTATION
LRFQ 2020-9163071

UNITED NATIONS CHILDREN’S FUND

Wishes to invite interested companies to submit quotation for Procurement of Diapers for Kids and Adults.

Quotation form LRFQ 2020-9163071 must be completed, signed and returned to UNICEF along with the quotations in the attached excel file to the following e-mail address: apopivoda@unicef.org.

The reference LRFQ 2020-9163071 Procurement of Diapers for Kids and Adults must be indicated in the subject of the e-mails.

Prices must be given in EUR and without tax as UN Agencies are tax exempt for the purchasing of goods and services.

Quotation must be received by 12.00 hrs on November 20, 2020. Quotation received after the stipulated date and time will be invalidated.

UNICEF is part of the United Nations Global Market place (UNGM). Accordingly, all bidders are encouraged to become a UNICEF vendor by creating vendor profile in the UNGM website: www.ungm.org

Specification details:

Adult Diapers:
Size M: 400 jumbo packs
Size L: 400 jumbo packs

Kid Diapers:
Size 4: 250 jumbo packs
Size 5: 250 jumbo packs
Size 6: 200 jumbo packs
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
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 meanings:

"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 intelligible form or disclosed orally, and includes information, the confidentiality or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Contract" means the contract designated in the Contract.

"Consortium" means the consortium designated in the Contract.

"Goods" means the goods specified in the relevant sections 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.

"Price" is defined in Article 3.1.

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

"Trade Goods" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF’s public access webpage available at http://www.unicef.org/purchasing/policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions, 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 terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain all export licenses 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 for audits or inspections 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 agreement 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 receive 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 Goods, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

Inspection

2.4 UNICEF or the Consignee of 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 any 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-compliance 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 notify 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 none 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 its option:

(a) UNICEF may 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 replacements or UNICEF may exercise its other rights set out below;

(b) UNICEF may press the remainder 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.

3.7 Further to Article 1.6 below, the Supplier expressly acknowledges that if, in respect of any complaint, 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 or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be borne by the

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ANNEX A
GENERAL TERMS AND CONDITIONS

INOCERM or similar trademark 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 INOCERM or similar trade mark 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 Contractor 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 Contractor 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 purchase order, as specified in 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, 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 seeks to obtain any exemption from taxes, and UNICEF consents to UNICEF’s determination of a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with respect 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 contract or form of any invoice. With respect to disputes regarding only a portion of said 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 changed in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining amounts 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 unconsolidated amount of the Supplier’s invoices 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 interest 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 (notwithstanding 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

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-packaged; (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 laws, 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 date twenty (20) 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 so 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.