

REQUEST FOR QUOTATION (RFQ) (Goods)

UNITED NATIONS DEVELOPMENT PROGRAMME P. O. Box 1011, Freetown Sierra Leone

DATE: October 20, 2017

REFERENCE: RFQ/SLE/2017/030 Supply of Assorted Boats Spare Parts and

Materials

Dear Sir / Madam:

We kindly request you to submit your quotation for the Supply of Assorted Boats Spare Parts and Materials

detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations, signed and stamped with Company stamp, clearly stating the reference number and title of the Subject may be submitted on or before 10.00 a.m., November 13, 2017 and via (choose appropriate box) $\Box e$ -mail, $\boxtimes courier$ mail or $\Box facsimile$ to the address below:

United Nations Development Programme UN Compound, 55 Wilkinson Road P.O.Box 1011 Freetown, Sierra Leone

Procure.sle@undp.org

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.



Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

	FCA
Delivery Terms	ПСРТ
[INCOTERMS 2010]	CIP
(Pls. link this to price schedule)	DAP UNDP Sierra Leone 55 Wilkinson Road Freetown
	Other DPA
Customs clearance ¹ , if needed, shall	□UNDP
be done by:	Supplier/Offeror
	Freight Forwarder
	Other:
Exact Address/es of Delivery	UNDP COUNTRY OFFICE SIERRA LEONE
Location/s (identify all, if multiple)	PROCUREMENT SUPPORT UNIT (PSU)
	55 WILKINSON ROAD
	FREETOWN
UNDP Preferred Freight Forwarder,	
if any ²	
Distribution of shipping documents	
(if using freight forwarder)	Catherine.karanja@undp.org
Latest Expected Delivery Date and	
Time (if delivery time exceeds this,	14 working days from the issuance of the Purchase Order (PO)
quote may be rejected by UNDP)	
,,	☐ As per Delivery Schedule attached [if delivery will be staggered]
	Time:
	Time Zone of Reference:
Delivery Schedule	⊠Required
	□Not Required
	⊠ AIR
Mode of Transport	Ø CAND Ø OTHER ANY
	☑United States Dollars
Preferred	□Euro
Currency of Quotation ³	Local Currency: Sierra Leone Leones (Le)
Value Added Tax on Price	
Quotation ⁴	☐ Must be inclusive of VAT and other applicable indirect taxes
	iniust be exclusive of VAT and other applicable indirect
	taxes



After-sales services required	M Dallyon, of it
	 ☑ Delivery of items at the specified locations ☐ Technical Support ☐ Provision of Service Unit when pulled out for maintenance/repair ☑ Others
Deadline for the Submission of Quotation	COB, Monday, November 13, 2017 10.00 am
All documentations, including catalogs, instructions and operating manuals, shall be in this language Documents to be submitted ⁵	☐ Spanish ☐ Others ☐ Duly Accomplished Form as provided in Annay 2, and in
Definitions to be summitted.	accordance with the list of requirements in Annex 1; Latest Business Registration Certificate; Latest Internal Revenue Certificate / Tax Clearance; Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied; Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or another UN Ineligibility List; Others Technical specifications along with the proposal
Period of Validity of Quotes starting the Submission Date	☐ 60 days ☐ 90 days ☐ 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	Not permitted☑ permitted
Payment Terms ⁶	

Evaluation Criteria [check as many as applicable]	 ☑ Technical responsiveness/Full compliance to requirement and lowest price⁷ ☑ Full acceptance of the PO/Contract General Terms and Conditions [this is mandatory criteria and cannot be deleted regardless of the nature of services required] ☑ Earliest Delivery / Shortest Lead Time⁸ ☑ The made/make of the products
UNDP will award to:	☐ The Expiring date of the products ☐ One and only one supplier ☐ One or more Supplier, depending on the following factors: • Strictly by full compliance to the requirement of this RFQ (Early delivery)
Type of Contract to be Signed	 ✓ Purchase Order ☐ Long-Term Agreement⁹ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) ☐ Other Type/s of Contract
Special conditions of Contract	☐ Cancellation of PO/Contract if the delivery/completion is delayed by 14 Working days after the PO is signed ☐ Others
Conditions for Release of Payment	 ✓ Passing Inspection ✓ Passing all Testing ☐ Completion of Training on Operation and Maintenance ✓ Written Acceptance of Goods based on full compliance with RFQ requirements ☐ Others
Annexes to this RFQ ¹⁰	 Specifications of the Goods Required (Annex 1) Form for Submission of Quotation (Annex 2) General Terms and Conditions / Special Conditions (Annex3 Others
	Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
ontact Person for Inquiries Written inquiries ⁱ only) ¹¹	Email: catherine.karanja@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP

requirements. The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

OIC Operations

October 30, 2017

BEO /CI E /2047 /020 C

Items	Unit	Qty	Description / Specificat	Description / Specifications of Goods		Complianc
LO	T 1		Parts for Yamaha 115hp outboard	Part Numbers	Date	Yes/No
						
1	Pcs	8	Anode	6E5-45251-02-00	-	
2	pes	2	Bearing	93311-940U3		<u> </u>
3	pcs	2	Bearing	93316-954U1		
4	pcs	2	Bearing	93306-208UO	- 	
5	pes	8	Piston Ring Set(Std)	61U-11601-00		
6	pcs	8	Pin Piston	6K7-11633-00	 	
7	pcs	16	Clip Piston Pin	6E5-11634-00		· · · · · · · · · · · · · · · · · · ·
8	pcs	8	Bolt	90109-08022	<u> </u>	
9	pcs	16	Washer Plate	90201-21M75		<u></u>
10	pcs	8	Bearing	93310-836UO		·
11	pcs	4	Thermostat	6E5-12411-30	 	
12	pcs	2	Grommet	90480-20M05		
13	pcs	12	Plug Spark (Ngk Br8hs-10)	94702-00160		
14	pes	4	Spring Vrush	6H1-4386K10		
15	pcs	2	Brush1	64E-43891-00		
16	pcs	2	Brush2	64E-43892-00	·	
17	pcs	2	O Ring	6G5-43865-00		·
18	pcs	2	O Ring	64E-43868-00		·
19	pcs	2	Manual Valve Sub Assy	64E-43860-00		
20	pcs	2	Seal Dust2	64E-43898-00		·
21	pcs	4	Seal Trim Dust	64E-43822-00		
22	pcs	4	Seal Trim Down	64E-4384J-00		
23	pcs	8	Fuel Element Filter	61A-24563-00		· · · · · · · · · · · · · · · · · · ·
24	pcs	2	Diaphragm	6E5-24471-01		
25	pcs	2	Gasket Body2	6E5-24435-01	<u> </u>	
26	pcs	2	Diaphragm	6E5-24411-01		
27	pcs	2	Brush Holder Assy	6N7-81840-00		
28	pcs	2	Bearing	93315-628U9	 	
29	pcs	2	Bearing	93332-00U7		·
30	pcs	2	Bearing	93306-208U0	 	
31	pcs	2	Bearing	93315-43061	 	
32	pcs	2	Tab Trim	6E5-45371-01		
33	pes	2	Power Head Gasket Kit	6E5-W0001-A3	 	• • • • • • • • • • • • • • • • • • • •
34	pcs	2	Carburetor Repair Kit	61U-W0093-01	 	
35	pcs	2	Lower Unit Gasket Kit	6E5-W0001-01	 	
36	pcs	2	Water Pump Repair Kit	61U-W0078-03		
37	pcs	1	Clutch Dog	6E5-45631-01		
38	pcs	1	Pinion(13t)	6E5-45551-02		
39	pcs	1	Gear2(26t)	6E5-45571-01		
10	pcs	1	Gear1(26t)	6E5-45560-01		
1	pcs	1	Bearing	63317-330U2	<u> </u>	
12	pcs		Bearing	93341-930V2	 	
3	* - -		Bearing	93315-425U7	<u> </u>	
4	pcs	1	Starting Motor Assembly	6E5-81800-12	 	

45	pcs	·	Fuse (12v-20a)	682-82151-00		
46	pcs	· · · · · · · · · · · · · · · · · · ·	Ignition Coil Assembly	6E5-85570-11		<u></u> _
47	pcs	4	Plug Cap Assembly	663-82370-01		
48	pcs	_ 1	Starter Relay Assembly	61A-81941-00	 -	
49	pcs	1	Holder Relay	689-81952-10		
50	pcs	1	Relay Assembly	6E5-81950-00	 -	
51	pcs	1	Solenoid	6E5-86110-02		
52	pcs	I	CDi Unit Assembly	6E5-85540-12		
53	pes	1	Fuel Pump Assembly			
54	pcs	_ 1	Tool Kit	6E5-24410-03		
55	pack	10	Yamalube 2 Stroke Oil	656-W2810-02 5 Liter can		
56	pack	20	Yamalube Sae 90 Gl4 Outboard Gear			
57	pes	10	Fuel Water Separator Mf 10 Filter			
LOT	7 2		Spares for the maintenance of V	170090		
1	Pcs	2	Spares for the maintenance of Yamaha Lower Unit Gasket Kit	40 HP outboard engine	s	
2	pcs	2	Water Pump Repair Kit	6F5-W0001-C0		
3	pes	2	Bearing Cylindrical	6F5-W0078-A0		
4	pcs	$\frac{1}{2}$	Bearing Cylindrical	93315-217U0		
5	pcs	$\frac{2}{2}$	Bearing Cylindrical Bearing Thrust	93315-324U1		
6	pcs	$\frac{2}{2}$	Bearing Thrust	93342-624U0		
7	pcs	2	Bearing	93390-000U0		
8	pcs	$\frac{1}{2}$		93332-000U0		
9	pcs	$\frac{1}{2}$	Bearing	93306-20421	· · · · · · · · · · · · · · · · · · ·	
10		$-\frac{1}{2}$	Clutch Dog	663-45631-01		
11	pcs		Gear2(24t)	6F5-45570-00		
12	pcs	2	Gear2(24t)	6F5-45560-00		
	pcs	2	Pinion(13t)	6F5-45551-00		
13	pcs	1	Power Head Gasket Kit	6F6-W0001-02		
14	pcs	i	Thermostat	6F5-12411-03		
15	pcs	6	Spark Plug (Ngk B7hs)	94702-00040		
16	pcs	4	Anode	676-45251-00		· · - · · - · - · ·
17	pes	4	Anode	676-11325-00	- 	
18	pcs	6	Element Filter	61N-24563	· ·	
19	pcs	I	Diaphragm	692-24411-00		
20	pcs	2	Gasket Body	648-24434-01		<u>-</u>
21	pes	1	Diaphragm	663-24411-00		
22	pcs	1	Gasket Body	648-24435-01	_	
3	pcs	1	Lower Unit Gasket Kit			
4	pcs	1	Water Pump Repair Kit	6F5-W0001-00		
5	pes	1	Carburetor Repair Kit	6F5-W0078-A0		
6	pcs	1	Bearing	6F6-W0093-00		
7	pcs	<u> </u>	Bearing	93306-307U0		
8	pcs	1	Bearing	93332-000V2		
9	pcs	1	Seal Labyrinth 1	93306-306V1		
0	pcs	2	Pin Crank 1	6F5-11515-00		
1	pcs	4	Washer	6F5-11681-00		
2	pcs	2		902-09270-11-00		
3	pes	2	Bearing Cylindrical	93310-727-V7-00		
	pcs	2	Piston Ring Set (Std)	6F5-11610-00		
	pcs	4	Pin Piston	6F5-11633-00-00		
			Clip Piston Pin	688-11634-00		
	pes	56	Pin Dowel	93603-21111		
	pcs	4	Washer Plate	90201-20417	- 	-
	pack	30	Yamalube 4M Marine 4 stroke engine oil	5 Liter cans		
4			SAE 10W-30 (Share with navy)	i		1

LOT	3	<u> </u>	Spares for Yamaha 100DET outboard en	gipes	
1	pcs	1	Housing water pump	6D8-44341-00-94	<u> </u>
2	pcs	1	Gasket water pump	688-44316-A0	
3	pcs	1	Gasket cartridge	688-44324-A0	_
4	pcs	1	Gasket water pump	688-44315-A0	
5	pcs	1	Impeller	67F-44352-00	- ·
6	pcs	1	O-Ring	93210-46044	
7	pcs	1	Insert cartridge	67F-44322-00	
8	pcs	1	Oil seal	93101-25M03	
9	pcs	12	Element oil filter	5GH-13440-00	
10	pcs	16	Spark plugs (NGK LFR5A-11)	- 	
11	pcs	2	Thermostat	94702-00391	· · · · · · · · · · · · · · · · · · ·
12	pcs	2	Beit	6D9-12411-00	
13	pcs	1	Fuel pump assy	67F-46241-00	
14	pcs	8	Element filter	6D8-24410-00	
15	pcs	1	Tool kit	6D8-24563-00	
LOT		1		67F-28100-01	
1	pcs	<u> </u>	Yamaha 75 AETL outboard engine Transom height: 50 cm	<u> </u>	
+	pes	1	Two stroke engine	Yamaha 75AETL	
			Should consist with;		
			Starter, trim & tilt mechanism, remote		
			control throttle lever		
LOT	5		ICOM VHF marine band radio with built in	GPS receiver and antenr	12
		·			
1			ICOM VHF marine band radio with built	ICOM M324G	
			in GPS receiver and antenna		
LOT 6			GRP Fibre-glass material for hull repairs		
1	Pc	3	Chopped strand Mat 300 g/m2		
2	kg	6	Chopped strand Mat 450 g/m2		
3	kg	4	Pre-accelerated Polyester resins		
4	kg	2	Pigmented Gel coat - Gray		
5	kg	2	Catalyst		
6	kg	1	Acetone		
7	Liters	2	Talcum Powder for GRP application		
8	Kg	10	Accelerator		
9	KG	0.5	Paint brush 1"		
10	pcs	10	Chisel 1" metal		
11	pcs	1	Chisel 1/2" metal		
LOT 7	· · · · · · · · · · · · · · · · · · ·		Assorted Items	·	<u> </u>
1	coil	1	Mooring rope 10 mm (white) Nylon		
			Double Braid polyester, medium		
			toughness		
2	Pc	1	Onboard Marine battery charger,20Amp		
	D-		2 Bank		
3	Pc	1	Rubber inflatable boat repair kit:		
		!	Supplied with PVC glue, fabric clots		
	J <u> </u>	L	color gray, mixing sticks, glue brush		i e

^{*}Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.

DEG Jerrianas Joan et la la la la

FORM FOR SUBMITTING SUPPLIER'S QUOTATION12

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹³)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. RFQ/SLE/2017/030

TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Qty	Latest Delivery Date	Unit Price	Total Price
LOT 1	Parts for Yamaha 115hp outboard		1 2 4 4 4	11100	11100
1	Anode	8			· · · -
2	Bearing	2	 		<u> </u>
3	Bearing	2	 		<u> </u>
4	Bearing	2			
5	Piston Ring Set(Std)	8	 		
6	Pin Piston	8	 	····	·
7	Clip Piston Pin	16	-		
8	Bolt	8	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·
9	Washer Plate	16			·
10	Bearing	8		<u></u>	
11	Thermostat	4			·
12	Grommet	2			
13	Plug Spark (Ngk Br8hs-10)	12		·	···
14	Spring Vrush	4	<u> </u>		
15	Brush1	2			
16	Brush2	2			
17	O Ring	2			 -
18	O Ring	2			
19	Manual Valve Sub Assy	2		-	
20	Seal Dust2	2	· · · · · · · · · · · · · · · · · · ·		
21	Seal Trim Dust	4			
22	Seal Trim Down	4			· ·
23	Fuel Element Filter	8			
24	Diaphragm	2			
25	Gasket Body2	2			
26	Diaphragm	2			
27	Brush Holder Assy	2			
28	Bearing	2			
29	Bearing	2			·
30	Bearing	2	<u> </u>		

31	Bearing	12			····
32	Tab Trim	2			ļ
33	Power Head Gasket Kit	2		<u>- </u>	
34	Carburetor Repair Kit			· · · · · · · · · · · · · · · · · · ·	
35	Lower Unit Gasket Kit	2			
36	Water Pump Repair Kit	2		<u> </u>	ļ
		2	<u> </u>		
37	Clutch Dog Pinion(13t)	1	<u> </u>		
38		1		ļ <u> </u>	
39	Gear2(26t)	1	<u> </u>		
40	Gearl(26t)	1			
41	Bearing	1			
42	Bearing	1			
43	Bearing	1			<u> </u>
_44	Starting Motor Assembly	i			
45	Fuse (12v-20a)	4		<u> </u>	
46	Ignition Coil Assembly	1			
47	Plug Cap Assembly	4			
48	Starter Relay Assembly	1			
49	Holder Relay	1			
50	Relay Assembly	1			1
51	Solenoid	1			
52	CDi Unit Assembly	1			
53	Fuel Pump Assembly	1	<u> </u>		
54	Tool Kit	1			
55	Yamalube 2 Stroke Oil	10			1
56	Yamalube Sae 90 Gl4 Outboard Gear Oil	20	<u> </u>	<u> </u>	
57	Fuel Water Separator Mf 10 Filter	10	<u> </u>		<u> </u>
LOT 2	Spares for the maintenance of Yamaha 40 HP o	utboard	engines		
1	Lower Unit Gasket Kit	2	Ţ - · · ·		
2	Water Pump Repair Kit	2			
3	Bearing Cylindrical	2	<u> </u>		
4	Bearing Cylindrical	2			
5	Bearing Thrust	2			
6	Bearing	2			
7	Bearing	2			
8	Bearing	2	1		
9	Clutch Dog	2	 		<u> </u>
10	Gear2(24t)	2			
11	Gear2(24t)	2		 	
12	Pinion(13t)	2	<u> </u>	 	
13	Power Head Gasket Kit	1		<u> </u>	
14	Thermostat	1	-		
15	Spark Plug (Ngk B7hs)	6	 		
16	Anode	4		<u> </u>	
17	Anode	4		_	
18	Element Filter	6			
19	Diaphragm	1			<u> </u>
20	Gasket Body	2			
20	Gasket Dody		<u> </u>	L	

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21	Diaphragm			- , 	
22	Gasket Body	1	 		
23	Lower Unit Gasket Kit	1	- 		
24	Water Pump Repair Kit	_ 1 _			
25	Carburetor Repair Kit	1			
26	Bearing Bearing	1			
27	Bearing	1			
28	Bearing	1			
29	Seal Labyrinth 1	1			
30	Pin Crank 1	1	<u> </u>		
31	Washer	2			
32	Bearing Cylindrical	4			
33	Piston Ring Set (Std)	2			
34	Pin Piston	2			
35	Clip Piston Pin	2			
36	Pin Dowel	4			
37		56			
38	Washer Plate	4		<u> </u>	
38	Yamalube 4M Marine 4 stroke engine oil SAE 10W-30 (Share with navy)	30	T		
LOT 3	Spares for Yamaha 100DET outboard engine			<u> </u>	
1	Housing water pump				
2	Gasket water pump	1		<u> </u>	
3	Gasket cartridge	1 -			<u> </u>
4	Gasket water pump	1	<u> </u>		
5	Impeller	1	<u> </u>	<u> </u>	
6	O-Ring				
7	Insert cartridge	1			
8	Oil seal	1	<u> </u>	ļ	
9	Element oil filter	1	<u> </u>		
10	Spark plugs (NGK LFR5A-11)	12			
11	Thermostat	16	<u> </u>		
12	Belt	2			
13	Fuel pump assy	2			
14	Element filter	1			·
15	Tool kit	8			
LOT 4		1			
1014	Yamaha 75 AETL outboard engine Transom height: 50 cm				'
	Two stroke engine				
	Should consist with: Starter, trim & tilt mechanism remote	Ì			
<u></u>	control throttle lever				
LOT 5	ICOM VHF marine band radio with built in GPS rea	eiver and a		<u></u>	<u></u>
	ICOM VAIT marine band radio with built in GPS receiver	1			··· · · · · · · · · · · · · · · · · ·
LOT 6	and antenna	<u> </u>			
1	GRP Fibre-glass material for hull repairs Chopped strand Mat 300 g/m2				
<u>*</u> 2	Chopped strand Mat 300 g/m2 Chopped strand Mat 450 g/m2				
<u>-</u>	Pre-accelerated Polyester resins				
4					
1 5	Pigmented Gel coat - Gray				
	Catalyst				
5 <u> </u>	Acetone				

7	Talcum Powder for GRP application	
8	Accelerator	
9	Paint brush i"	_
10	Chisel 1" metal	
11	Chisel 1/2" metal	
LOT 7	Assorted Items	
	Mooring rope 10 mm (white) Nylon Double Braid polyester, medium toughness	-
	Onboard Marine battery charger, 20Amp 2 Bank	
	Rubber inflatable boat repair kit: Supplied with PVC glue, fabric clots color gray, mixing sticks, glue brush	
	Total Prices of Goods ¹⁴	
	Add: Cost of Transportation	
	Add: Cost of Insurance	
	Add: Other Charges (pls. specify)	·
· · · ·	Total Final and All-Inclusive Price Quotation	

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¹⁴ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ



Annex 3

General Terms and Conditions

ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. **EXPORT LICENCES**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

FITNESS OF GOODS/PACKAGING 6.

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

7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- Inspection prior to shipment does not relieve the Supplier from any of its contractual 7.2 obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods

and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to <u>Force Majeure</u>), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

- 18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor 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, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19. SEXUAL EXPLOITATION:

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any

kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.