



REQUEST FOR QUOTATION (RFQ)
(PROVISION OF FUEL SUPPLY FOR MINE ACTION PROJECT)

DATE: 6 Jan, 2019.

REFERENCE: RFQ-YEM-0002-2019

Dear Sir / Madam:

We kindly request you to submit your quotation for **PROVISION OF FUEL SUPPLY FOR MINE ACTION PROJECT**, as detailed in Annex 2 of this RFQ under LOT 1 and LOT 2. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Documents uploaded in the system as part of your quotation must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation is submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using
username: event.guest
password: why2change
and follow the registration steps as specified in the system user guide.

| | |
|--|--|
| Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i> | X within 3 months from receipt of approved purchase order. May delivery within 3 months expected. Time zone: GMT +3 Date: Feb-Mar,2018. |
| Delivery Schedule | X Not Required. UNDP will notify the supplier of delivery schedule |
| Packing Requirements | X Up to the supplier, Good and standard safe transportation for fuel. |
| Mode of Transport | X Up to the Contractor to decide the way of the transport as long as delivery date met. |
| Value Added Tax on Price Quotation | X Must be exclusive of VAT and other applicable indirect taxes |
| After-sales services required | X N/A |
| Deadline for the Submission of Quotation | X Please refer to E-tendering website. https://etendering.partneragencies.org Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone). PLEASE NOTE:- 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist. |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | X English |
| Documents to be submitted ¹ | X Company profile with previous minimum 2 years' experience in supply of fuel in Yemen. X Duly Accomplished Form as provided in Annex 2 and detail specs, and in accordance with the list of requirements in Annex 1; X Latest Business Registration Certificate; X Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); X Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". X Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); |

¹ First 2 items in this list are mandatory for the supply of imported goods

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. The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

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,


Hari Kafle
Head of procurement
6 Jan, 2019

TABLE 1.2: Offer to Supply Petrol to the following locations.

LOT 1 (B)

| Item No. | Description/Specification of Goods | Quantity | Unit Price | Total Price per Item |
|--|---|-------------------|-------------------|-----------------------------|
| 1 | Supply of PETROL (ASTM standard) | 18,680 LTR | | |
| 1.1 | Supply of PETROL including Transportation and insurance to Sana'a governorate: ALAMANA ALASIMA district. | 5500 LTR | | |
| 1.2 | Supply of PETROL including Transportation and insurance to SAADA Governorate: Saada City. | 6500 LTR | | |
| 1.3 | Supply of PETROL including Transportation and insurance to AMRAN governorate in Harf Soufian district. | 1500 LTR | | |
| 1.4 | Supply of PETROL including Transportation and insurance to West Cost region in Khukha districts. | 3120 LTR | | |
| 1.5 | Supply of PETROL including Transportation and insurance to SALLAH district in Taiz governorate. | 520 LTR | | |
| 1.6 | Supply of PETROL including Transportation and insurance to Alhowban district in Taiz governorate. | 500 LTR | | |
| Total Prices of Goods | | | | |
| Add: Cost of Transportation, including insurance. | | | | |
| Total Final and All-Inclusive Price Quotation | | | | |

[Enter name of authorized staff]

[Designation]

[Click here to enter a date]

TABLE 2.1: Offer to Supply DIESEL to the following locations.

LOT 2 (A)

| Item No. | Description/Specification of Goods | Quantity | Unit Price | Total Price per Item |
|-----------------|--|------------------|-------------------|-----------------------------|
| 1 | Supply of DIESEL (ASTM standard) | 6,760 LTR | | |
| 1.1 | Supply of diesel including Transportation and insurance to Aden governorate: Almansoura district. | 3640 LTR | | |
| 1.2 | Supply of diesel including Transportation and insurance to ABYAN Governorate: Zingibar city. | 520 LTR | | |
| 1.3 | Supply of diesel including Transportation and insurance to LAHJ governorates in Alanad districts. | 1560 LTR | | |
| 1.4 | Supply of diesel including Transportation and insurance to AIDALAL city in ALDALAL governorate. | 1040 LTR | | |
| | Total Prices of Goods | | | |
| | Add: Cost of Transportation, including insurance. | | | |
| | Total Final and All-Inclusive Price Quotation | | | |

TABLE 2 LOT 2 : Offer to Comply with Other Conditions and Related Requirements

| Other Information pertaining to our Quotation are as follows : | Your Responses | | |
|--|----------------------------|-----------------------------|---|
| | <i>Yes, we will comply</i> | <i>No, we cannot comply</i> | <i>If you cannot comply, pls. indicate counter proposal</i> |
| Delivery Lead Time (supplying within 3 months for each lot) | | | |
| Delivery of Fuel from the date of PO issuance (within 10 days) | | | |
| Estimated weight/volume/dimension of the Consignment: | N/A | | |
| Country/ies Of Origin: | | | |
| a) Warranty and After-Sales Requirements | N/A | | |
| b) Training on Operations and Maintenance | N/A | | |
| c) Minimum one (1) year warranty on both parts and labor | N/A | | |
| d) Service Unit to be Provided when the Purchased Unit is Under Repair | N/A | | |
| e) Brand new replacement if Purchased Unit is beyond repair | N/A | | |
| Others | | | |
| Validity of Quotation (60 days minimum requirement) | | | |
| All Provisions of the UNDP General Terms and Conditions (must comply with) | | | |

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

6. FITNESS OF GOODS/PACKAGING

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.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual 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 Force Majeure), 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

- 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.

19.0 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.