



**UNITED NATIONS POPULATION FUND  
Yemen Country Office**

**INTERNATIONAL COMPETITIVE BIDDING**

**ICB No.: UNFPA/YEM/11/01**

**Bid Document for the Supply of Windows and Doors screen catcher system**

**March 12, 2011**

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## **ANNEX I: Instructions to Bidders**

### **A. Introduction**

#### **1. Eligible Bidders**

This bid is open to primary suppliers, who are registered in the country where they produce, or their authorized representatives. A “primary supplier” is defined as a company that performs all the manufacturing and fabricating operations needed to produce goods in their appropriate dosage forms, including processing, blending, formulating, installing, and quality testing. A bid may be submitted by an authorized agent for and on behalf of the primary supplier provided the bid is accompanied by a duly notarized letter of authority from the primary supplier authorizing the designated agent to bid solely for and on behalf of the primary supplier.

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the buyer to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this invitation to bids.

#### **2. Cost of Bid**

The bidder shall bear all costs associated with the preparation and submission of the bid, and the procuring UN entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### **B. Solicitation Documents**

#### **3. UNFPA Bid document**

Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained in the bid solicitation documents issued by UNFPA. Failure to comply with these documents shall be at the bidder’s risk and may affect the evaluation of the proposals.

#### **4. Clarifications of solicitation document**

A prospective bidder requiring any clarification on the bid solicitation documents may notify UNFPA in writing within 8 days from the date of issue of the bid. UNFPA shall respond in writing to any request for clarification received.

#### **5. Amendments of UNFPA bid solicitation document**

At any time prior to the deadline for submission of proposals, UNFPA may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders that have received the bidding documents shall be notified in writing of all the amendments to the bidding documents. In order to give prospective bidders reasonable time to take the amendments into account in preparing their proposals, UNFPA, may at its discretion, extend the deadline for the submission of proposals.

### **C. Preparation of Bids**

## 6. Language of the Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid shall be written in English.

## 7. Documents to be submitted with Bid

For UNFPA's acceptance of the Bid, the Bidder should furnish documentary evidence of:

- a. Completed Bid Submission Form (Annex V)
- b. Completed Product Item Overview Form (Annex VI)
- c. Completed Price Schedule Form (Annex VII)

Failure to furnish all the information required for submission of a bid which does not substantially respond to the UNFPA bid document in every respect shall be at the bidder's risk and may result in a rejection of the bid.

## 8. Bid Currency and Prices

All prices shall be quoted in US dollars (USD). The bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods or services it proposes to supply under the contract.

When required, bidders are requested to quote the following based on DDU Sanaa.

Where installation, commissioning, training or other similar services are required to be performed by the bidder, the bidder shall include the prices for these services breakdown into itemized prices.

When required, bidders shall be requested by the buyer to arrange for ocean and/or other transportation from any reliable freight forwarders. This arrangement shall be made only after award or a corresponding purchase order is issued.

## 9. Validity of Bid

The prices of the bid shall be valid for 90 days after the closing date of bid submission as specified by UNFPA. A proposal valid for a shorter period shall be rejected by UNFPA on the grounds that it is non-responsive. UNFPA may solicit the bidder's consent for an extension of the period of validity under exceptional circumstances.

## D. Submission of Bids

### 10. Partial Bids

Partial bids are **not allowed** under this tender. UNFPA reserves the right to select and accept a part or parts of any bid.

### 11. Technical and Financial Bids

A bid shall consist of two parts: the technical bid and the financial bid.

The technical bid containing the technical product specifications and the financial bid containing price information **shall be submitted separately and in two different envelopes** to the address designated by UNFPA.

- The **Technical Bid** shall be prepared in accordance to Annex IV: Technical Product Specifications of the bidding document.

- The **Financial Bid** shall be prepared in accordance to Annex VIII: Price Schedule of the bidding document.

Bids shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

## **12. Sealing and Marking of Bids (hard copies)**

When submitting in hard copies, the bidder shall prepare **two** set of sealed bids containing **two** sets of the technical bids and **two** sets of the financial bid, one stamped as “Original” and the other one stamped as “Copy”. In the event of a discrepancy between them, the original shall govern.

The **outer envelope** must be clearly marked with the following:

**United Nations Population Fund**  
**Yemen Country Office**  
**Faj Attan**  
**Sana’a, Yemen**  
*Invitation to Bid No. UNFPA/YEM/10/01*  
*Attention: Ms. Elham Elamin*  
**ONLY TO BE OPENED BY AUTHORISED UNFPA PERSONNEL**

The **inner envelopes** must be clearly marked with the following:

**United Nations Population Fund  
Yemen Country Office  
Faj Attan  
Sana'a, Yemen  
Submission 1 of 2: "UNFPA/YEM/10/01, **Company name**, Technical Proposal"**

**United Nations Population Fund  
Yemen Country Office  
Faj Attan  
Sana'a, Yemen  
Submission 2 of 2: "UNFPA/IRQ/09/04, **Company name**, Financial Proposal"**

The envelope shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

If the outer envelope is not sealed and marked as required, the Buyer shall assume no responsibility for the Bid's misplacement or premature opening.

### **13. Deadline for Submission of Bids/Late Bids**

Bids must be delivered to the office on or before the date and time specified in section I of these Solicitation Documents.

UNFPA may, under special and exceptional circumstances, extend this deadline for the submission of the bids and such changes shall be notified to all Bidders before the expiration of the original period.

Any bid received by UNFPA after the deadline for submission of bids shall be rejected and returned unopened to the bidder. UNFPA shall not be legally responsible for bids that arrived late due to the bidder's problems with transmission of bid submissions with the courier company.

### **14. Modification and Withdrawal of Bids**

The bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNFPA prior to the deadline for submission. No Bid may be modified after passing of the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

### **15. Storage of Bids**

Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in the UNFPA's bid solicitation document. No responsibility shall be attached to UNFPA for the premature opening of a proposal not properly addressed and identified.

## **E. Opening and Evaluation of Bids**

### **16. Opening of Bids**

The buyer shall open all bids in the presence of two witnesses.

There shall be one bid openings session which shall look into the technical and financial bids. This “two envelope system” ensures that the technical evaluation can focus solely on the contents of the technical proposals without bias from the financial aspects of the proposals. The bidders’ names and their technical bids shall be announced at the technical bid opening. The financial bids are opened separately in the same opening session after completion of the technical evaluation.

No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to clause 14 of instructions to bidders.

Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.

#### **17. Preliminary examination of Bids**

UNFPA shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents are properly signed and whether the proposals are generally in order.

Arithmetical errors shall be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its proposal shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

#### **18. Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, UNFPA may ask bidders for clarification of their bids. The request for clarification and the response shall be in writing by UNFPA and no change in price or substance of the proposal shall be sought, offered or permitted.

#### **19. Inspection of premises**

If required, the bidder shall permit UNFPA representatives access to their facilities at any reasonable time to inspect the premises that shall be used for the production, testing and packaging of the products, and shall provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary.

### **F. Award of Contract**

#### **20. Award Criteria**

UNFPA shall award the Purchase Order(s) to the lowest priced bidder whose bid complies with all the conditions and technical specifications of this invitation to bid.

UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the lowest bidder cannot fully meet the delivery requirements or if it is deemed to be in UNFPA’s best interest to do so. Any arrangement under this condition shall be made on the basis of the lowest, second lowest, third lowest, etc bid which meets all the requirements in the above paragraph.

UNFPA reserves the right to reject any bid if a bidder has previously failed to perform properly or complete on time in accordance with contracts or the bidder who in UNFPA’s perspective is not in a position to perform the contract.

UNFPA reserves the right to annul the solicitation process and reject all bids at any time prior to award of purchase order, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the buyer’s action.

A bid that is rejected by UNFPA may not be made responsive by the bidder by correction of the non-conformity. A responsive bid is defined as one which conforms to all the terms and conditions of the UNFPA's bid solicitation documents without material deviations. UNFPA shall determine the responsiveness of each bid with the UNFPA's bid solicitation documents.

The Bidders waive all rights to appeal against the decision made by UNFPA.

#### **21. Right to Vary Requirements at Time of Award**

UNFPA reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of goods specified in this bid without any change in price or other terms and conditions.

#### **22. Signing of the contract**

The buyer shall send the successful bidder the Contract, which constitutes the Notification of Award. The successful bidder shall sign, date the contract and return it to UNFPA within 3 days of receipt of the contract. After receipt of the Purchase Order, the successful bidder shall deliver the commodities in accordance with the delivery schedule outlined in its proposal.

## **ANNEX II: Terms of Reference (TOR)**

### **1. Background**

The United Nations Population Fund (UNFPA) wishes to appoint one vendor to supply Windows and Doors Screen catcher System OR any other system that can withstand the pressure as mentioned below in support of UNFPA's programme in Yemen. The winner of this bidding exercise shall be invited to enter into negotiation of one contract with UNFPA.

### **2. Product Information**

#### **Performance Specification:**

Full details of the performance specification for the window and door upgrades is defined in Annex III and summarized below:

- The basic requirement is for the windows to achieve a Performance Condition of 3a of the GSA Window Test Standard or a Minimal Hazard rating of ISO 16933:2007. Doors shall achieve a similar Low hazard performance condition.
- This shall be demonstrated by either testing or design calculations. Test protocols shall comply with the following, or an equivalent:
  - GSA Test Protocol: GSA-TS01-2003, January 1, 2003, US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings.
  - ISO 16933:2007, Glass in building -- Explosion-resistant security glazing -- Test and classification for arena air-blast loading.
- The windows and doors have been categorized as Type A or B depending on the overpressure and impulse demand they could receive. The design basis overpressure and impulse resistance requirement for type A and type B windows and doors upgrade is defined as:
  - Type A: Minimum blast pressure capacity of 40 psi and impulse capacity of 150psi-ms
  - Type B: Minimum blast pressure capacity of 90 psi and impulse capacity of 250psi-ms
- There is no restriction on how the doors and windows are to be upgraded to achieve the above design basis loading. The proposed solutions shall be clearly defined within the tender documentation. Potential solutions could include:
  - Windows
    - Catcher bars
    - Secondary screens
    - Replacement windows
  - Doors
    - Internal screens – clear or concrete
    - Replacement doors

#### **2.1. Items and quantities**

Refer to the Technical Product Specifications/Drawings (Annex III).

#### **2.2. Product documentation**

The Bidder shall complete the attached Product Item Overview Form. Furthermore, product documentation provided shall include the following information:

- Product name and description
- Manufacturer's name

- Country of manufacturer
- Product certifications
- Countries the product is registered in
- Complete technical specification, including technical data sheet.

### **2.3. Manufacturer and product conformity with quality management system standards**

The product(s) supplied from manufacturers (and vendors if different from manufacturer) shall conform to the Technical Product Specifications (Annex III), and shall meet requirements of latest version of the relevant quality management systems and product certifications as listed below:

- (a) ISO 9001
- (b) ISO 13485 / ISO 13488
- (c) EN 46001 / EN 46002
- (d) Japan QS standard for medical devices # 1128
- (e) United States QS (21 CFR part 820)

Bidders shall provide copies of valid certificates from certification bodies accredited by internationally recognized accreditation bodies.

Certificates provided for quality management systems and products shall indicate:

- Manufacturer's name
- Specific facility and location
- Date of issuance
- Date of expiration

### **2.4. Changes from Specification**

Wherever items offered are not in compliance with specifications indicated by UNFPA, or wherever alternatives are offered, it is the Bidders responsibility to provide the Bid full descriptive specification and documentation of such items. In such instances the item or items must be clearly marked as an alternate and not being in compliance with specifications.

### **2.5. Raw materials**

Raw materials used shall be of good quality, from approved sources and in compliance with the marketing authorization in the country of origin.

### **2.6. Product components**

All components shall be compatible to guarantee adequate and efficient work.

### **2.7. Country of origin**

The country of origin for the product shall be clearly stated in the Bid.

### **2.8. Warranty**

Proof of Warranty shall be provided by the bidder and as appropriate.

### **2.9. Installation**

Installation shall be included in the Bid offer. Bid must include timetable schedule of implementation/installation.

A local representation in the country of destination shall be preferred in order to provide installation, maintenance and warranty service.

### **3. Delivery Information**

#### **3.1. Delivery lead time**

Bidders are requested to state realistic lead times since UNFPA shall monitor and measure delivery performance in comparison with guaranteed minimum lead time indicated in this Bid.

#### **3.2. Freight forwarding**

Once contracted, the vendor shall be responsible for selecting and arranging freight forwarding to the final destination at competitive market prices and shall pay the freight costs to the freight forwarder directly.

Freight forwarding costs shall be reflected in the corresponding UNFPA's purchase order and only the actual freight cost shall be invoiced to UNFPA accordingly. Freight invoice from freight forwarder shall be attached to the vendor's invoice as proof of actual freight cost.

No partial deliveries shall take place unless expressly confirmed by UNFPA. Individual delivery instructions shall be contained in the purchase orders.

The vendor is responsible for obtaining at its own risk and expenses any export license or other official authorization and carry out all customs formalities necessary for the exportation of the goods.

Difficult/war torn countries: UNFPA may decide to assign the transportation to its own appointed freight forwarder. In such cases, the vendor shall be informed accordingly. Details of such arrangements shall be provided in the purchase orders.

#### **3.3. Delay of delivery**

In the event of a delay in the delivery time of a purchase order, the vendor shall immediately and not later than one week from the acknowledgement of such delay, notify the UNFPA Buyer in writing, requesting an extension of the delivery date, clearly stating the nature of the delay (including supporting documentation) and the proposed new delivery date.

The corresponding UNFPA Buyer shall ascertain the facts and extent of delay, and extend time for performance when in its judgment the facts justify such an extension. The Buyer's findings thereon shall be final and conclusive subject only to the vendor's right of appeal under the arbitration clause of the contract.

#### **3.4. Vendor's responsibility for rejected or returned product**

Should any product fail to meet the requirements of the specifications, as set by the consulting company and show under the Technical Product Specifications (Annex III), the vendor shall replace the items within the time specified for delivery, or the extended time period granted by UNFPA.

### **4. Evaluation Criteria**

Determination of compliance with the Bid solicitation documents is based on the content of the Bid itself without recourse to extrinsic evidence.

All compliant Bids shall meet the following:

- Compliance with the technical requirements specified by the bid solicitation documents
- Compliance with the special and general conditions specified by the Bid solicitation documents
- Compliance with start-up, delivery and installation deadlines set by the procuring entity
- Proof of after-sales service capacity, warranty and appropriateness of service network.

- The supporting documents required
- Delivery lead time
- Other conditions requested in the Bid solicitation documents.

The winner of the Bid shall be selected based on the best offer for technical specifications, delivery lead time and price. If all requirements are met, the Bid with the lowest price shall be selected.

## ANNEX III: Technical Product Specifications

**Upgrade Windows and Doors Screen Catcher System OR any other system that is equivalent to performance specification written below**

### **Performance Specification**

#### **B1 WINDOW AND DOOR UPGRADES**

##### **B1.1 INTRODUCTION**

Currently there are no blast protection measures on the windows or doors into occupied spaces. Upgrade of these windows and doors is required to reduce the risk to the building occupants. A selection of the typical windows styles within the building are shown in Figure B1.



**Figure B1 Selection of Typical Windows**

##### **B1.2 DESIGN SPECIFICATIONS**

Suitable options are for upgrading the blast resistance of windows and doors include:

- 1) Replacement Windows or Door
- 2) Cable/bar catcher systems
- 3) Screen catcher systems

Selections of some of the suitable upgrades are shown in Figure B2 to B5.



Figure B2 Example RC Door Screen



Figure B3 Example Bar Catcher System



Figure B4 Example Louver Systems



Figure B5 Example Screen System

The window and doors have been categorised based on the maximum level of demand experienced by them, see Table B1.

Window Category	Description
Type A	Window upgrade with a minimum blast pressure capacity of 40psi and impulse capacity of 150psi-ms.
Type B	Window upgrade with a minimum blast pressure capacity of 90psi and impulse capacity of 250psi-ms.

Table B1 Summary of Window Upgrade Categories

Only upgrade schemes that have been demonstrated to achieve the Minimal Hazard Rating (see Figure B6) for the above load conditions shall be used. Demonstration shall be through testing or design calculations, in accordance with recognised international standards. Evidence of compliance shall be provided.

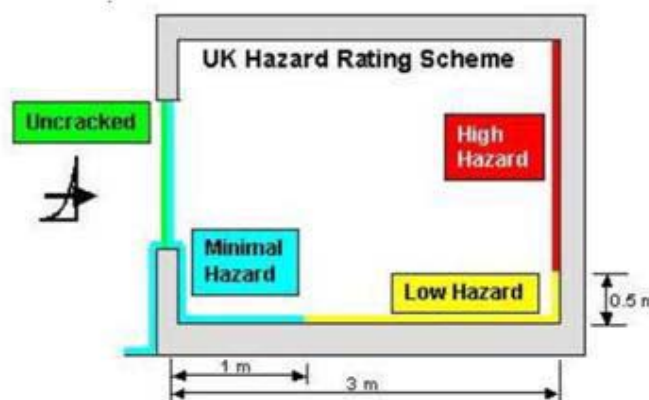


Figure B6 Classification of Window Hazard Ratings

As shown in Figure B1, many of the windows have an arched top and are divided into many panes of glass. It is essential that the proposed window upgrade system is able to ensure that all of the glass panes comply with this performance classification.

Prior to installation of the window and doors schemes the:

- a sample of the wall fixing bolts shall be pull tested on site to demonstrate that they are able to provide the required anchorage capacity in the walls of this building; and
- the existing window system shall be thoroughly cleaned.

It is highlighted that the windows are currently used for building cooling. It is essential that the impact the upgrade system has on the ability of the windows to provide natural cooling is identified. Windows opening into unoccupied rooms are identified by shading in Tables B2 to B5.

Table B2 to Table B5 tabulate the basic details for each window and door while Figure B7 to Figure B10 identify the locations of each window and door. All dimensions shall be confirmed by the contractor prior to installation. Only windows and doors that fail into occupied rooms require upgrade. Windows and doors opening into unoccupied spaces, which do not require upgrade, are identified by shading in Table B2 to Table B5.

Window / Door #	Window / Door	Double / Single Glazed	Glass Thickness	Width	Height	ASF	Occupied Space	Upgrade System Type
	(W / D)	(D / S)	(mm)	(m)	(m)	(Y / N)	(Y / N)	A / B
Base 2	W	S	6	1.2	0.965	N	Y	A
Base 3	W	S	6	1.2	0.965	N	Y	A
Base 4	W	S	6	2	0.965	N	Y	A
Base 5	W	S	6	1.5	0.965	N	Y	B
Base 6	W	S	6	1.2	0.965	N	Y	B
Base 7	W	S	6	1.2	0.965	N	Y	B
Base 7A	W	S	6	1.2	0.965	N	Y	B
Base 8	W	S	6	2	0.965	N	Y	B
Base 9	W	S	6	1.2	0.965	N	N	B
Base 9A	W	S	6	1.2	0.965	N	N	B
Base 10	W	S	6	1.2	0.965	N	N	A
Base 10A	W	S	6	1.2	0.965	N	N	A
Base 11	W	S		0.79	0.965	N	N	A
Base 11A	D	-	-	2.23	1.23	-	N	B
Base 12	W	S		0.79	0.965	N	N	A
Base 13	W	S	6	1.5	0.965	N	Y	B
Base 14	W	S	6	1.5	0.965	N	Y	B
Base 15	W	S	6	2	0.965	N	Y	B
Base 16	W	S	6	1.15	0.965	N	Y	B
Base 17	W	S	6	1.15	0.965	N	Y	B

Table B2 Basement Level Window Details

Window / Door #	Window / Door	Double / Single Glazed	Glass Thickness	Width	Height	ASF	Occupied Space	Upgrade System Type
	(W / D)	(D / S)	(mm)	(m)	(m)	(Y / N)	(Y / N)	A / B
GRD 1	W	S	6	2	2.09	N	Y	A
GRD 2	W	S	6	1.5	2.07	N	Y	A
GRD 3	W	S	6	1.5	2.07	N	Y	A
GRD 4	W	S	6	2.8	2.08	N	Y	A
GRD 5	W	S	6	2	2.09	N	Y	B
GRD 6	W	S		0.8	1.09	N	N	B
GRD 7	W	S	6	2	2.08	N	Y	B
GRD 8	W	S	6	1.5	1.5	N	Y	B
GRD 9	W	S	6	1.5	2.37	N	Y	B
GRD 9A	W	S	6	1.5	2.37	N	Y	B
GRD 10	W	S	6	1.5	2.37	N	Y	A
GRD 11	W	S		0.8	1.09	N	N	A
GRD 11A	W	S		0.8	1.09	N	N	A
GRD 12	W	S		0.8	1.09	N	N	A
GRD 13	W	S	6	2	2.07	N	Y	B
GRD 14	W	S	6	2	2.07	N	Y	B
GRD 15	W	S	6	2.8	2.07	N	Y	B
GRD 16	W	S	6	1.4	2.05	N	Y	B
GRD 17	W	S	6	1.4	2.05	N	Y	B
GRD 18	W	S	6	2	2.07	N	Y	A
GRD 19	D	-	-	1.7	2.6	-	Y	A

Table B3 Ground Floor Level Window Details

Window / Door #	Window / Door	Double / Single Glazed	Glass Thickness	Width	Height	ASF	Occupied Space	Upgrade System Type
	(W / D)	(D / S)	(mm)	(m)	(m)	(Y / N)	(Y / N)	A / B
FIRST 1	W	S	6	2	1.9	N	Y	A
FIRST 2	W	S	6	2	1.9	N	Y	A
FIRST 4	W	S	6	2.8	1.9	N	Y	A
FIRST 5	W	S	6	2	1.9	N	Y	B
FIRST 6	W	S		0.8	1.09	N	N	B
FIRST 7	W	S	6	2	1.9	N	Y	B
FIRST 8	W	S	6	2	1.9	N	Y	B
FIRST 9	W	S	6	1.5	1.93	N	Y	B
FIRST 9A	W	S	6	1.5	1.93	N	Y	B
FIRST 10	W	S	6	2	1.9	N	Y	B
FIRST 11	W	S		0.8	1.09	N	N	A
FIRST 11A	W	S		0.8	1.09	N	N	A
FIRST 12	W	S		0.8	1.09	N	N	A
FIRST 13	W	S	6	2	1.92	N	Y	A
FIRST 14	W	S	6	2	1.92	N	Y	B
FIRST 15	W	S	6	2.8	1.9	N	Y	B
FIRST 16	W	S	6	2	1.87	N	Y	B
FIRST 18	W	S	6	2	1.87	N	Y	A
FIRST 19	W	S	6	2	1.9	N	Y	A

Table B4 First Floor Level Window Details

Window / Door #	Window / Door	Double / Single Glazed	Glass Thickness	Width	Height	ASF	Occupied Space	Upgrade System Type
	(W / D)	(D / S)	(mm)	(m)	(m)	(Y / N)	(Y / N)	A / B
RF 1	W	S	6	0.8	1	N	Y	A
RF 2	W	S	6	0.8	1	N	Y	A
RF 3	W	S	6	0.8	1	N	Y	A
RF 4	W	S	6	0.8	1	N	Y	A
RF 5	W	S	6	0.8	1	N	Y	A
RF 6	W	S	6	0.8	1	N	Y	A
RF 7	W	S	6	0.8	1	N	Y	A
RF 8	W	S	6	0.8	1	N	Y	A

Table B5 Roof Level Window Details

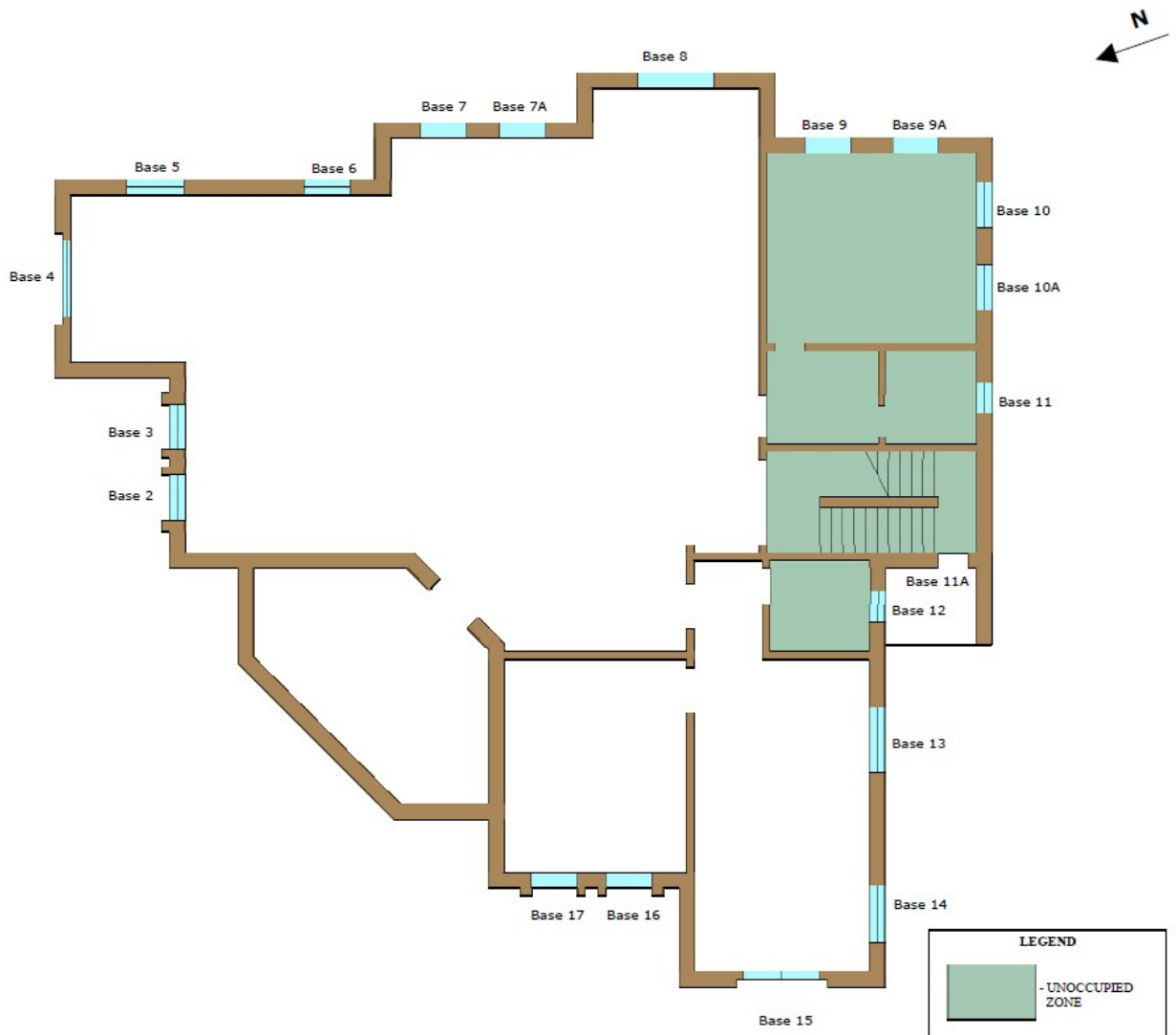


Figure B7 Basement Window Plan

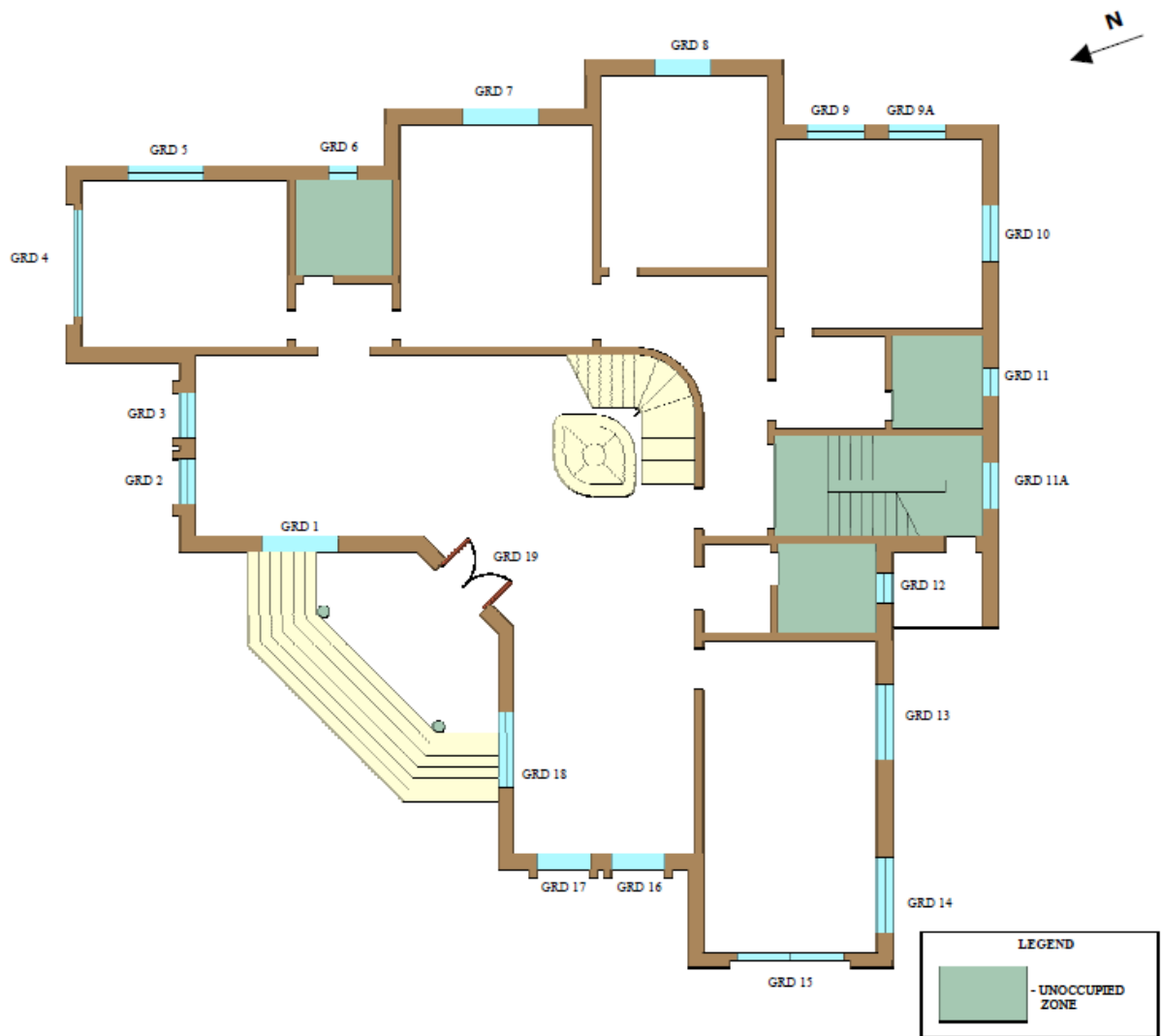


Figure B8 Ground Floor Window Plan

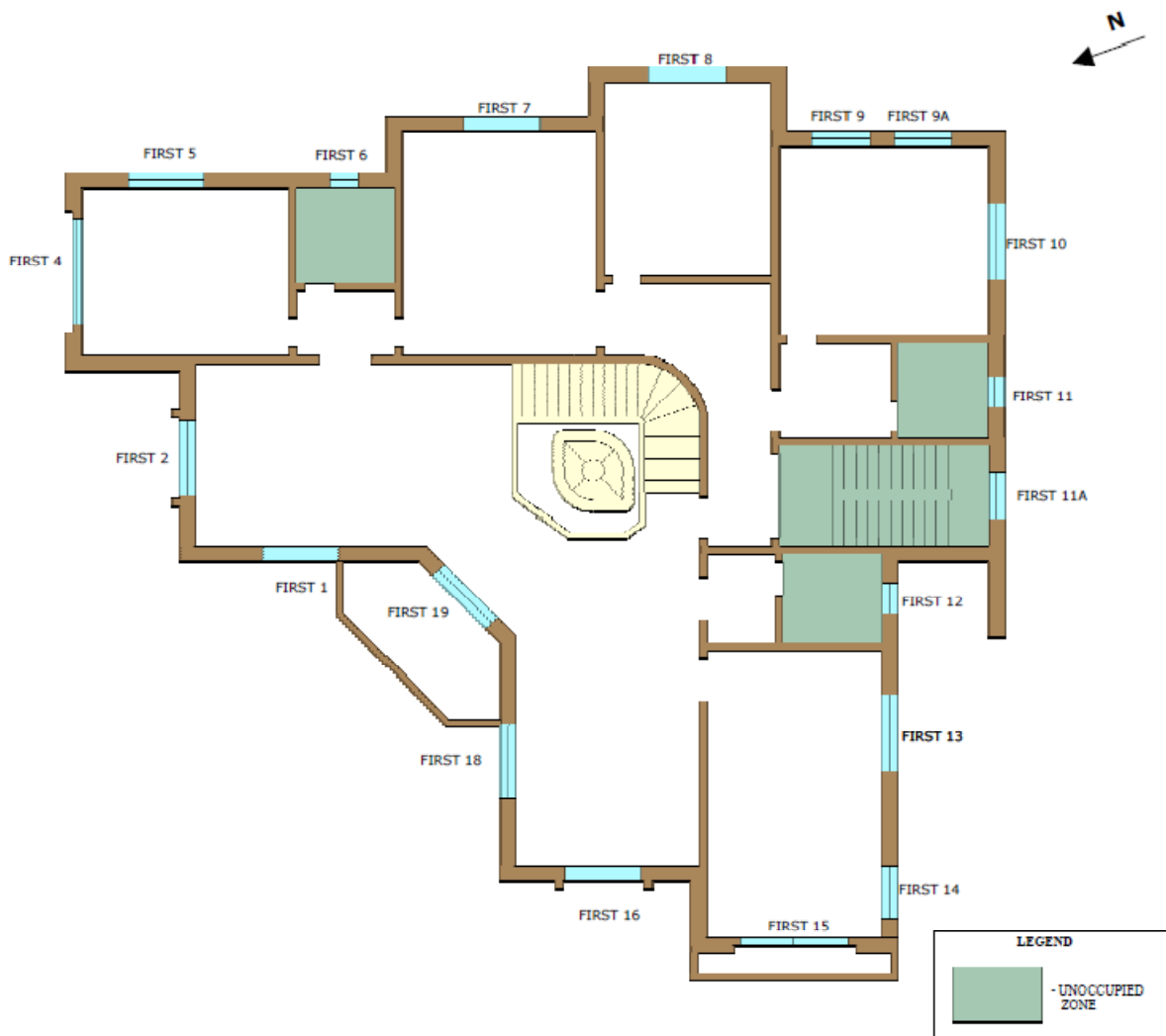


Figure B9 First Floor Window Plan

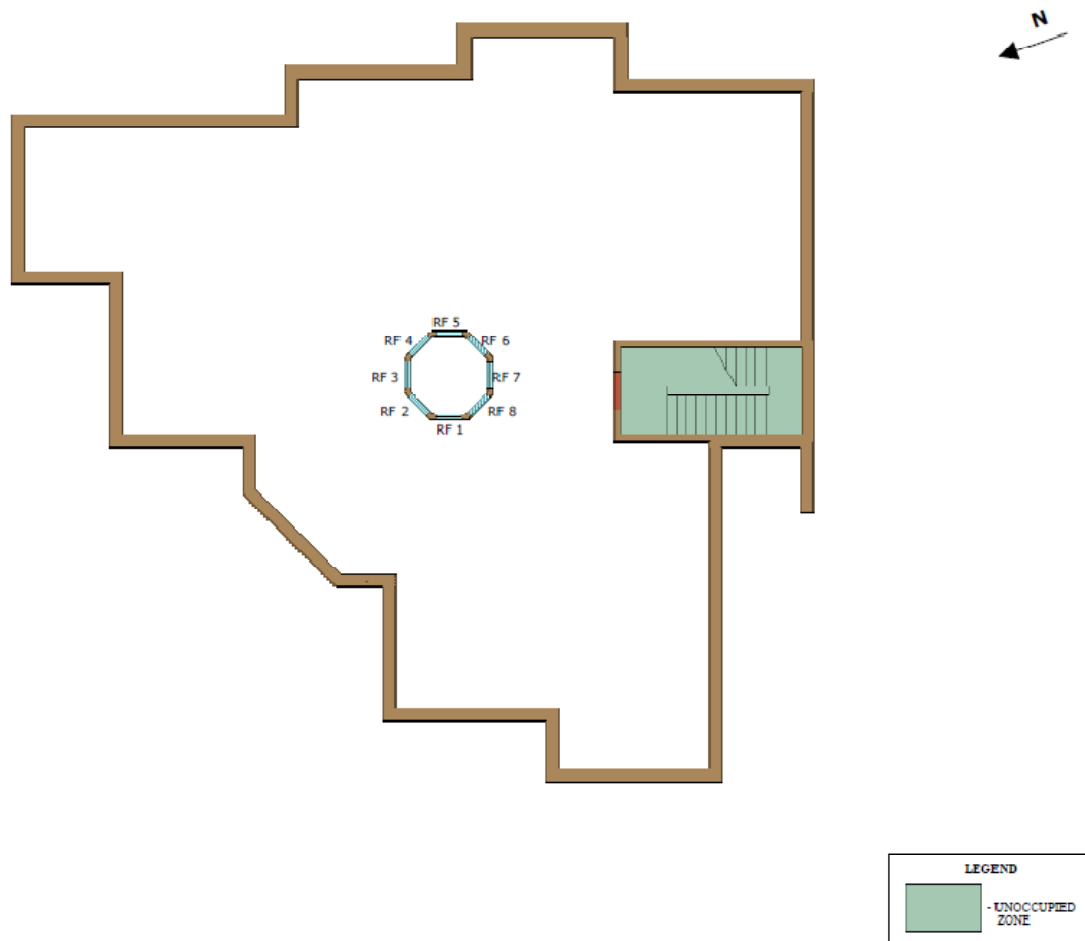


Figure B10 Roof Window Plan

### B1.3 BILLS OF QUANTITIES

The required number of each upgrade solution is presented in Table B6. These quantities are based on the above opening dimensions and require confirmation by the contractor, depending on the exact system being proposed.

Category	Scheme Description	UoM	Quantity
Type A	150 psi-ms rated window systems	m <sup>2</sup>	59
Type A	150 psi-ms rated door system	m <sup>2</sup>	5
Type B	250 psi-ms rated window systems	m <sup>2</sup>	86

Table B6 Wall and Window Upgrade Quantities

## **ANNEX IV: UNFPA General Terms and Conditions**

### **1. Acknowledgement copy**

- 1.1. The Supplier shall acknowledge receipt and acceptance of the UNFPA Purchase Order by:
  - a. Acknowledgement of receipt of Purchase Order by the Vendor's signing and returning an acknowledgement copy of it to UNFPA buyer (via email, fax or letter) or by timely delivery of the goods as herein specified.
  - b. Entering Estimated Time of Departure (ETD) and Estimated Time of Arrival (ETA) into the Order Tracking System Website: <http://shipping.unfpa.dk/supots>
- 1.2. Acceptance of this purchase order shall affect 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 the general conditions, and agreed attachments, if any (hereinafter collectively referred to as "this contract"). No additional or inconsistent provisions by the Vendor shall bind the UNFPA unless agreed to in writing by a duly authorized official of the UNFPA.

### **2. Payment**

- 2.1. In the case of goods to be delivered to the United Nations Population Fund (hereinafter referred to as the UNFPA) in New York, the UNFPA shall make payment within 30 days of receipt of (a) the goods and (b) the invoice and other documents specified in this Contract, whichever (a) or (b) is the later.
- 2.2. In the case of goods to be delivered elsewhere, the UNFPA shall, unless otherwise specified in this Contract, make payment within 30 days of receipt of (a) the Vendor's invoice for the goods and (b) copies of the customary shipping documents and other documents specified in the Contract, whichever (a) or (b) is the later.
- 2.3. Unless otherwise authorized by the UNFPA, a separate invoice must be submitted in respect of each shipment under this Contract and such Invoice must bear the Purchase Order Number appearing on the top right hand corner of the face of this document.
- 2.4. The prices shown herein may not be increased except by express written agreement of the UNFPA. The UNFPA shall not pay any charges for late payments unless expressly agreed to in writing.
- 2.5. The UNFPA 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 Contract. payment for any goods pursuant to this Contract shall not be deemed an acceptance of the goods.
- 2.6. No advance payment shall be made.

### **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 public utility 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 the United Nations exemption from such taxes, duties or charges, the Vendor shall immediately consult with UNFPA to determine a mutually acceptable procedure.
- 3.2. Accordingly, the Vendor authorizes UNFPA to deduct from the Vendor's invoice any amount representing such taxes, duties or charges, unless the Vendor has consulted with UNFPA before the payment thereof and UNFPA has, in each instance, specifically authorized the Vendor to pay such taxes, duties or charges under protest. In that event, the Vendor shall provide UNFPA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **4. Export licenses**

4.1. If an export license or licenses are required for the goods, the Vendor shall obtain that license or licenses.

#### **5. Risk of loss**

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

#### **6. Fitness of goods including their packaging**

6.1. Vendor warrants that the goods, including their packaging, conform to specifications and are fit for the purpose for which such goods are ordinarily used and for purposes expressly made known to the Vendor by the UNFPA, and are free from defects in workmanship and materials. The Vendor also warrants that the goods are contained or packaged in a manner adequate to protect the goods.

#### **7. Warranty clause**

7.1. The Vendor warrants that the use or supply by UNFPA of the goods covered by in this Contract is not an infringement under current law of any patent, copyright, trade-name or trade-mark. In addition, the Vendor shall, pursuant to this warranty, indemnify, defend and hold harmless UNFPA and the United Nations from any action or claim brought against UNFPA or the United Nations pertaining to alleged infringement of a patent, design, trade-name or trade-mark arising from this Contract.

#### **8. Rights of UNFPA**

8.1. In case of failure by the Vendor to perform under the terms and conditions of this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all or part of the goods by the agreed delivery date or dates, the UNFPA may, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the goods from other sources, in which event the UNFPA may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights the UNFPA shall mitigate its damages in good faith.
- b. Refuse to accept delivery of all or part of the goods.
- c. Terminate this Contract.

#### **9. Assignment and Insolvency**

9.1. The Vendor shall not, except after obtaining the written consent of the UNFPA, assign, transfer, pledge or make other disposition of this Contract, or any part hereof, or any of the Vendor's rights or obligations under this Contract.

9.2. Should the Vendor become insolvent or should control of the Vendor change by virtue of insolvency, the UNFPA may, without prejudice to any other rights or remedies, terminate this Contract by giving the Vendor written notice of termination.

#### **10. Officials Not To Benefit**

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

## **11. Indemnification**

11.1. The Vendor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, Its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Vendor, or the Vendor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Vendor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **12. Notice of Delay**

12.1. Shall the Vendor encounter delay in the performance of the contract which may be excusable under unavoidable circumstances. he shall notify UNFPA in writing about the causes of any such delays within two weeks from the beginning of the delay.

12.2. As soon as practical after receipt of the Vendor's notice of delay, UNFPA shall ascertain the facts and extent of delay, and extend time for performance when in its judgment the facts justify such an extension. UNFPA's findings thereon shall be final and conclusive subject only to the Vendor's right of appeal under the arbitration clause of the contract.

## **13. Liquidated Damages**

13.1. In case the Vendor fails to perform under the terms and conditions of the Purchase Order or Long Term Agreement, including but not limited to failure of obtaining necessary export licenses or delivering all the goods by the date or dates of delivery, UNFPA shall, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the goods from other sources, and in that event UNFPA may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights UNFPA shall mitigate its damages in good faith.
- b. Refuse to accept delivery of all or parts of the services.
- c. Terminate the Purchase Order or Long Term Agreement.
- d. For late delivery of goods or for items which do not meet the agreed specifications and are therefore rejected by UNFPA, UNFPA can claim liquidated damages from the Vendor and deduct 0.5% of the value of the goods pursuant to the Purchase Order per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Long Term Agreement or Purchase Order.

## **14. Immunity**

14.1. Nothing contained in this or any contract shall be deemed a waiver, expressed or implied, of any immunity from suit, judicial process, confiscation, taxation or other immunity which UNFPA may from time to time enjoy, whether pursuant to the Convention on Privileges and Immunities of the United Nations, or other conventions, laws, orders or decrees of international or national character, or otherwise.

## **15. Bankruptcy**

15.1. If the Vendor commits any act of bankruptcy or goes into liquidation for other reasons than reconstruction purposes, or if its business is carried on by a receiver, then such a receiver, liquidator, or any other person in whom the contract may become vested shall forthwith give notice thereof in writing to UNFPA. Furthermore he shall for one month have the option to carry out the contract subject to his provision of the

guarantees required by UNFPA, and without exceeding the value of the work which for the time being remains unexecuted. During this month the person in whom the contract may become vested shall take all reasonable steps to prevent stoppage of performance of the contract.

## **16. Conflict of Interest**

16.1. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Vendor or its partner, agent or servant, in relation to the obtaining or to the execution of this or any other contract with the Buyer shall, in addition to any criminal liability, which it may incur, subject the Vendor to cancel this and all other contracts and also to pay for any loss or damage resulting from any such cancellation. The Buyer shall then be entitled to deduct the amount so payable from any money otherwise due to the Vendor under this or any other contract payable under this clause shall be referred to arbitration.

## **17. Confidentiality**

17.1. All documents, correspondences, decisions and orders concerning the contract shall be considered as confidential and restricted in nature by the Vendor and he/she shall not divulge or allow access to them by any unauthorized person.

## **18. Use of Name, Emblem or Official Seal of UNFPA or the United Nations**

18.1. The Vendor shall not advertise or otherwise make public the fact that it is a Vendor with UNFPA, nor shall the Vendor, in any manner whatsoever use the name, emblem or official seal of UNFPA or the United Nations, or any abbreviation of the name of UNFPA or the United Nations in connection with its business or otherwise.

## **19. Confidential Nature of Documents and Information**

19.1. All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Vendor under this Contract shall be the property of UNFPA, shall be treated as confidential and shall be delivered only to UNFPA authorized officials on completion of work under this Contract.

19.2. The Vendor may not communicate at any time to any other person, Government or authority external to UNFPA, any information known to it by reason of its association with UNFPA which has not been made public except with the authorization of UNFPA nor shall the Vendor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **20. Force Majeure. Other Changes in Conditions**

20.1. Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

20.2. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Vendor shall give notice and full particulars in writing to UNFPA, of such occurrence or change if the Vendor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Vendor shall also notify UNFPA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Vendor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNFPA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Vendor of a reasonable extension of time in which to perform its obligations under this Contract.

20.3. If the Vendor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNFPA shall have the right to suspend or

terminate this Contract on the same terms and conditions as are provided for in Article 21, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## **21. Termination**

- 21.1. Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 22 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 21.2. UNFPA reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Vendor, in which case UNFPA shall reimburse the Vendor for all reasonable costs incurred by the Vendor prior to receipt of the notice of termination.
- 21.3. In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Vendor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Vendor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 21.4. Shall the Vendor be adjudged bankrupt, or be liquidated or become insolvent, or shall the Vendor make an assignment for the benefit of its creditors, or shall a Receiver be appointed on account of the insolvency of the Vendor, UNFPA may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Vendor shall immediately inform UNFPA of the occurrence of any of the above events.

## **22. Settlement of Disputes**

### **22.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract 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.

### **22.2. Arbitration**

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article 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 as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **23. Privileges and Immunities**

- 23.1. Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **24. Child Labour**

- 24.1. The Vendor represents and warrants that neither it, nor any of its suppliers 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.

24.2. Any breach of this representation and warranty shall entitle UNFPA to terminate this Contract immediately upon notice to the Vendor, at no cost to UNFPA.

## **25. Mines**

25.1. The Vendor represents and warrants that neither it nor any of its suppliers 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 11 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.

25.2. Any breach of this representation and warranty shall entitle UNFPA to terminate this Contract immediately upon notice to the Vendor, without any liability for termination charges or any other liability of any kind of UNFPA.

## **26. Environmental Policy**

26.1. The UNFPA expects its Vendors to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Vendors should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

## **27. Gifts and Hospitality**

27. 1. The UNFPA has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality beyond that of a representational nature. The UNFPA shall not accept any recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. The UNFPA expects its Vendors not to offer any benefit such as free goods or services or a work position or sales opportunity to a UNFPA staff member or a former UNFPA staff member in order to facilitate the suppliers business with the UNFPA.

## **28. Observance of the Law**

28.1. The Vendor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **29. Authority to Modify**

29.1. No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Vendor shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the authorized official of UNFPA.

## **30. Ruling Language**

30.1. This contract is made in English language and all correspondence between the parties concerned shall be made in English.

## ANNEX V: Bid Submission Form

To: UNFPA – Yemen office

Dear Sir / Madam,

The Undersigned, having read the Bidding Document of Invitation to Bid No. UNFPA/YEM/10/01, 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 Conditions set out or specified in the document

We agree to abide by this Bid for a period of three months from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Dated this . . . .day of . . . .[year].

Signature: .....

Name: .....

Title: .....

Company: .....

Postal Address .....

Telephone No. ....

Fax No. ....

Email address .....

Validity of Offer .....

### ANNEX VI: Product Item Overview Form

S/N	Product Description	Sales UOM	Quantity	Specification Offered (attach detailed product brochure)	Country of Origin	Certification	Languages	Bidder's Remarks

## ANNEX VII: Price Schedule Form

**Bid No.: UNFPA/YEM/10/01**

**Project: Office premises modification**

**Destination: Sana'a – Yemen**

**Deadline for Submission:**

Name of Supplier:

Contact Person:

Email Address:

Fax Number:

Tel Number:

Date of Quotation:

Items Requested as specified in Technical Specifications chapter of the Bid Document:	Quantity	Unit Price	Total Cost In USD\$	Comments
Supply and Installation of Type A window upgrade solutions				Pls specify the total square metre calculated and the wastage rate
Supply and Installation of Type B window upgrade solutions				Pls specify the total square metre calculated and the wastage rate
Supply and Installation of Type A door upgrade solution				Pls specify the total square metre calculated and the wastage rate
<b>TOTAL</b>				