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INVITATION TO BID

Long Term Agreement (LTA) for the Provision of Car Rental Services

ITB No.: ITB-YEM-0012-2022

Project: Aden – Sub Office

Country: YEMEN

Issued on: 16 February 2022

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Form E: Technical Bid FORMAT 53**SECTION 1. LETTER OF INVITATION**

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications (TOR)
- Section 6: Returnable Bidding Forms
 - Form A: Bid Submission Form
 - Form B: Bidder Information Form
 - Form C: Joint Venture/Consortium/Association Information Form
 - Form D: Qualification Form
 - Form E: Format of Technical Bid
 - Form F: Price Schedule
 - Form G: Form of Bid Security
 - Annex 1: LTA contract
 - Annex 2: GTC


If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to procurement.yemen@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in e-Tendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Issued by

DocuSigned by:

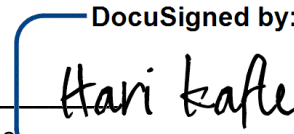


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Title: Team Leader, Procurement and Engineering

Date: **February 16, 2022**Date **February 16, 2022**

SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS

1. Introduction

- 1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d>
- 1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
- 1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.
- 1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.

2. Fraud & Corruption, Gifts and Hospitality

- 2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti
- 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
- 2.3 In pursuance of this policy, UNDP:
 - (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;
 - (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the

	<p>vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the

	<p>Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
B. PREPARATION OF BIDS	
5. General Considerations	<p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>
6. Cost of Preparation of Bid	<p>6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
8. Documents Comprising the Bid	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Bid Format and Content	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe</p>

	<p>the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
11. Price Schedule	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
12. Bid Security	<p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ol style="list-style-type: none"> If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; In the event the successful Bidder fails: <ol style="list-style-type: none"> to sign the Contract after UNDP has issued an award; or to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ol style="list-style-type: none"> UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Bid	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or

	<ul style="list-style-type: none"> b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Bid Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
18. Clarification of Bid (from the Bidders)	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Bids	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made</p>

	<p>available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Alternative Bids	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB.</p>
C. SUBMISSION AND OPENING OF BIDS	
22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Not Applicable.</p>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the Bid must be in accordance with the</p>

	<p>format and requirements indicated in BDS;</p> <p>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</p> <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
23. Deadline for Submission of Bids and Late Bids	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic</p>

	notification once the Bid is opened.
D. EVALUATION OF BIDS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
28. Preliminary Examination	<p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;

	<ul style="list-style-type: none"> e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	<p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
31. Due diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary. e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
33. Responsiveness of Bid	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or</p>

	<p>omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	<p>35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
36. Award Criteria	<p>36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification and has offered the lowest price.</p>
37. Debriefing	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a</p>

	debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, 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.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or

	services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be affected by bank transfer in the currency of the contract.
45. Vendor Protest	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

SECTION 3. BID DATA SHEET

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Allowed / The vendor has the right to apply for one LOT or more than one Lots / for all LOTs] As long as they meet the eligibility, qualification and evaluation criteria
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	<p>Will be conducted through Zoom link on 21 February 2022 at 11:00 am</p> <p>Join Zoom Meeting https://undp.zoom.us/j/87811277279?pwd=bjlyTEhBSlo1dlZ3b29ReG52QVBRUT09 Meeting ID: 878 1127 7279 Passcode: 461014</p>

5	16	Bid Validity Period	<p>90 days</p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this ITB. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
6	13	Bid Security	<p>Required in an amount of USD 3,000, in words Five thousand US Dollar.</p> <p>The bid security must remain valid for 120 Days, i.e. until 30 days from the date of validity of bid (5, 16 above)</p> <p>To be issued by a reputable bank in the form bank guarantee.</p> <p>A certified check issued by any reputable bank.</p> <p>(Insurance Company Guarantee Certificate is not acceptable). Personal check will not be acceptable The Bid Security shall name UNDP as the beneficiary.</p>
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>0.5% penalty against the total Contract/PO value for each day of delay <u>caused beyond the vehicle delivery due date stated in the PO</u></p> <p>When the penalty amount reaches up to a maximum of 10% of the total Contract Value/PO amount, UNDP may cancel the Contract/PO. When such delays occur frequently, UNDP reserves the right to terminate the contract and/or cancel the PO at its own discretion.</p>
9	40	Performance Security	Not Required
10	12	Currency of Bid	<p>United States Dollar</p> <p>At the discretion of the bidder. The contract will be signed in the currency in which bidder has submitted their bid.</p> <p><u>Currency conversion</u>: UNDP will use the UN Operational X-change rate for the purpose converting the currency for the</p>

			bid comparison. The UN Operational X-change rate applicable on the last day of the bid closing shall apply.
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement unit E-mail address: procurement.yemen@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>A bid bulletin will be prepared and uploaded into the e-Tendering portal and all the website in which the tender is published.</p> <p>It is the responsibility of the bidders to view the respective changes and clarifications in the following system, but not limited to, as follows:</p> <p>http://procurement-notice.undp.org/index.cfm and http://www.ungm.org E-tendering</p>
14	23	Deadline for Submission	<p>Date and Time: As specified in the e-Tendering system (note that time zone indicated in the system is New York Time zone).</p> <p>PLEASE NOTE:</p> <ol style="list-style-type: none"> 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 into the system. 2. Submit your bid a day prior or well before the closing date/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.
14	22	Allowable Manner of Submitting Bids	<p><input checked="" type="checkbox"/> e-Tendering system</p> <p>Please refer to the attached <u>e-Tendering User Guide for Bidders</u> which describes the entire process from registration to bid submission to contract award notification.</p>

			Also refer to this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/
15	22	Bid Submission Address	<u>e-Tendering Portal</u> https://etendering.partneragencies.org <u>E-tendering event ID: 0000011645</u>
16	22	Electronic submission (email or e-Tendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 5MB <p>If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP/rar folder and upload the folder instead of each file individually. You can upload several ZIP/rar folders, but if you do this, Mandatory subject of email: ITB-YEM-0012-2022</p>
17	25	Date, time and venue for the opening of bid	bidders will receive an automatic notification from the e-tendering system once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	<p>Lowest priced technically responsive, eligible and qualified bid.</p> <p>Award Criteria:</p> <ul style="list-style-type: none"> ✓ Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications ✓ Compliance to the qualification requirements <p>Evaluation Criteria:</p> <p>It will consist of 2 stages, namely stag of eligibility & Preliminary Evaluation; and Bid Evaluation. The Bid Evaluation consisting of Qualification Assessment then Technical and Financial Evaluations:</p> <p>Stage 1: Eligibility and Preliminary evaluation:</p> <p>The following are examples of not meeting the eligibility and qualification:</p> <ul style="list-style-type: none"> ✓ Bidder is listed in UN or World Bank ineligibility List; ✓ Bid does not include the signed and stamped Bid Submission Form.

			<ul style="list-style-type: none"> ✓ Copy of the bid security to submitted on E-tendering and original to be submitted anytime.... Bidder failed to meet the bid validity (150 days) ✓ Bid is not signed as per the instructions in the ITB. ✓ Documents provided are not in English. ✓ The Bidder failed to read the minutes of the bidders' conference and to include the relevant points in their bid. ✓ Bid does not offer goods or services which have been specifically requested by UNDP in the Terms of Reference/ Scope of Works and specification. ✓ The bidder proposes a major deviation to ITB Technical Requirement and Specification. ✓ The Bidder failed to consult the UNDP website before the deadline for bid submission and did not see the changes to the ITB/BOQ listed there which need to be incorporated in the bid. ✓ The bidder declines or proposes a major deviation to UNDP General Conditions of Contract. <p>Stage 2: Bid Evaluation Criteria:</p> <ul style="list-style-type: none"> ✓ The Service Provider shall have at least 5 years of prior successful experience in Car/Vehicles Rental Operations - Soft Skin vehicles; and minimum 3 years' experience for the Armored Vehicles. ✓ Should have handled in the past renting of varied nature of cars, covering Armored Vehicle or soft skin vehicles depending on which lot the company is applying for; ✓ Full compliance of Bid to the Technical and schedule of requirements. ✓ In the case of sub-contractor proposed for supply of vehicles the sub-contractor should have 5 Years' relevant experience. ✓ Previous Relevant Experience: <ul style="list-style-type: none"> -Assessed out of Reference Letter Provided by the Clients; -Assessed out of Previous Contract/PO Value. ✓ Permission (or License) from the local authorities to provide armored vehicles services ✓ Minimum Fleet of car possessed by the company: <ul style="list-style-type: none"> • Armored Vehicle: 5 Vehicles • Soft Skin Vehicles:15 Vehicles ✓ Years of Manufacturing of the car acceptable to be deployed to UNDP transportation:
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			<ul style="list-style-type: none"> • Armored Vehicles: _2012 and above years • Soft Skin Vehicles: _2019 and above years
19		Expected date for commencement of Contract	<i>March 10, 2022</i>
20		Maximum expected duration of contract	The LTA will initially be signed for One Year with the option of extension until 3 years based on the vendor's satisfactory performance. [UNDP will issue Purchase Order (PO) from LTA before asking to deploy the car to UNDP transportation]
21	35	UNDP will award the contract to:	One or more suppliers as per the outcome of evaluation process
22	39	Type of Contract	Long Term Agreement ; Purchase order (PO) for call-offs <u>Please refer to page 45</u>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts Please refer to page 52.
24		Other Information Related to the ITB	<ol style="list-style-type: none"> 1) Provision of Car Rental Service is to cover both North and South Yemen (please refer to Section 5 A, Background for exact locations) 2) UNDP holds the right to reject the cars offered by vendor for rental that do not meet the year of manufacturing criteria 3) Conditions of car offered for rental and qualification and skills of the proposed driver must meet those that are stated in the Schedule of Requirement <p><u>Disclaimer: UNDP is not obliged to award the contract to any or all of the bidders without assigning any reason whatsoever.</u></p>

SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul style="list-style-type: none"> ▪ Government license ▪ Insurance 	Form B: Bidder Information Form
QUALIFICATION		
History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	The firm must have 5 past experiences of renting soft skin vehicles and minimum 3 Years for the AV.	Form D: Qualification Form
	As per the data sheet requirements	Form D: Qualification Form
Financial Standing	<p><u>Important Note:</u></p> <p>UNDP Yemen is mindful of the economic situation in the Country and hardship faced by the suppliers /business communities in producing the audited financial report. Bidders are free to submit the Bank Statement or Audited Financial Report (year-wise for 3 years) if they can, but it is not mandatory. Bidders who submit the Bank Statement or Audited Financial Report will get added advantage while considering the overall responsiveness of the bidder over other bidders not submitting it.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified and schedule of requirement above.	Form E: Technical Bid Form
Financial Evaluation	<p>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.</p> <p>Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)</p> <p>Comparison with budget/internal estimates.</p>	Form F: Price Schedule Form

SECTION 5A :

SCHEDULE OF REQUIREMENT

PROVISION OF RENTAL ARMORED AND SOFT SKIN VEHICLES FOR UNDP , YEMEN. NORTH AND SOUTH

1. Background:

The United Nations Development Programme (UNDP) Yemen office is seeking offers from reputable, well established and experienced Car Rental Firms/companies duly incorporated under the Laws of Yemen to provide Rental Vehicle Services on Long Term Agreement (LTA) basis for UNDP Aden sub-office and for outside missions as well as other Cities and locations fully described herein;

Locations: South And North Areas including but not limited to the following governorates:

Lahj, Abyan, West coast, Aden, Mukalla, Marib and Taiz
Sanaa , Hodeida , Dhamar , Haja'a , Saada , IBB

The service provider needs to take note of the varying road conditions in the above regions.
i.e. paved roads, mountainous roads and off –road conditions etc.

2. Contract Duration:

One Year with the possibility of extension for the second/third year based on the vendor Performance.

The types of vehicles and their year of manufacture must meet the requirement stated in the section 12 of this schedule of requirement.

3. Method of Contract Award and Prices

Firms/Companies may bid on any of these lots or combination thereof. The tender will result in an award to the Firm/firms/company/companies with the three lowest-priced compliant offers and sign contract(s) in the form as per the attached for the validity of 1 Year. At the expiration of a year, the contract may be extended by another year up to a maximum of 3 Years, upon satisfactory performance of the Service Provider. Prices may be negotiated for the subsequent years, but price variation may be only allowed to adjust to inflation or significant changes in the price structure for this line of business in Yemen. If the Service Provider demands a higher price than esteemed reasonable by UNDP the contract will not be extended.

4. Workdays and Work-hours:

- i. The regular workdays for commuting the staff / missions are Sunday – Thursday, however services are required for seven days a week;
- ii. Vehicles shall be available within 24 hours upon request to provide the vehicle and driver, i.e. call to service.
- iii. Normal working hours for the UNDP is between 8:30 am to 4:30 PM but the drivers on duty may require driving the vehicle longer hours depending on the nature of mission and distance to be covered, however in case of the monthly rental with driver the daily work hours will be 8 hours a day.

5. Work Experience:

- i. The Service Provider shall have at least 5 years of prior successful experience in soft skin Car/vehicle and 3 years for AV's rental Operations.
- ii. Should have handled in the past renting of varied nature of cars, covering armored vehicle or soft skin vehicles depending on which lot the company is applying for;

6. Scope of Services:

- i. The selected service provider must assign a good condition car together with or without driver and with or without fuel within 24 hours from the placement of the request for missions inside Main Cities / outside Cities ;
- ii. For missions outside Aden, supplier is requested to provide vehicles and driver details at least 72 hours prior to mission date to allow time to obtain required security clearances.
- iii. In case of vehicle breakdown, supplier is requested to provide instant replacement.
- iv. The vehicle provided must be checked at least 12 hours before for confirmation that technically it is fit for plying on the road, including oil is checked, engine is checked, steering, gears and tires and lighting system and indicator lights all are in good working conditions;
- v. The vehicle shall be dispatched to the locations requested by UNDP within the time frame for dispatch from the city and return to the city;
- vi. The contractor shall maintain the car always clean and hygienic as well as the driver should wear clean and remain courteous to the passengers;
- vii. The driver must be familiar with the road conditions and should have good experience of driving in different kinds of road as well as during nights, raining seasons etc;
- viii. The following safety and security related tasks must be taken care by the contractor:
 - o The Service Provider shall comply with the relevant requirements of the safety regulations of UNDP and all applicable laws and regulations of Republic of Yemen. The Service Provider shall be responsible for all safety measures required for the services.
 - o The Service Provider shall warrant that all Vehicles provided under the contract are registered with the Yemen Traffic Department at its sole cost and expense. The Service Provider shall keep a record of the Registration Cards, and at its sole cost and expense renew them on the due dates without any responsibility from the side of UNDP. The Service Provider will be held responsible for all consequences arising out of the non-renewal of such registration on due dates and shall keep UNDP indemnified against any such failure to register.

- The Service Provider shall be fully responsible for any and all maintenance, servicing and repair needs of the vehicle during the term of this Contract, and all costs related thereto, and shall ensure that the vehicle operates properly during the term of this Contract. Except in the case of emergencies, the Owner shall ensure that service and repair does not take place during the hours that UNDP requires the vehicle, or at any other time that will interfere with UNDP's purposes for the use of the vehicle.
- In the event of traffic violations and the issuance of fines, the Service Provider shall be wholly responsible for payment.
- The Service Provider shall hold a Valid comprehensive Insurance as per the standard vehicle insurance for rental agencies prevalent in Yemen), passengers and third party.
- The Rented Vehicle shall, as a minimum, be equipped with: See Annex I
- Trauma kit of appropriate type and capacity as per below specifications: See Annex II
- ix. Required and acceptable soft skin vehicle's models under the contract shall be of 2019 and above. All vehicles should be provided with operational heating and cooling system.
- x. Required and acceptable Armored vehicle's models under the contract shall be of 2012 and above. All vehicles should be provided with operational heating and cooling system.
- xi. Reliability Requirements: The Contractor shall be able to maintain and have enough back-up capacity to ensure that replacement vehicles are always available in case of unforeseen breakdowns, accidents etc.

7. Sets of Services required:

LOCATION: NORTH ARAE

LOT 1: SOFT SKIN VEHICLES

OPTION1: Without driver nor fuel / OPTION2: With driver ONLY / OPTION3: With driver and fuel

LOT 2: ARMORED VEHICLES

Other Cost outside Trips

LOCATION: SOUTH ARAE

LOT 3: SOFT SKIN VEHICLES

OPTION1: Without driver nor fuel / OPTION2: With driver ONLY / OPTION3: With driver and fuel

LOT 4: ARMORED VEHICLES

Other Cost outside Trips

Service will be requested on daily, weekly or monthly basis (refer to the financial form in ITB Bidding Documents).

Important notes upon bidding:

- I. Bidder shall quote vehicle services to be used inside any city as indicated in para 1, as it will be fixed price, with driver and fuel cost on daily, weekly or monthly basis.

- II. For missions outside the city bidder shall quote price with driver only but without fuel and on daily rate basis only

8. Mechanism for Contract Award:

The contract will be awarded to the bidders whose technical proposal is responsive and the lowest price among the qualified, eligible and responsive bidders.

First the technical evaluation will be made prior to assessing the price proposal. Any discount if offered in the price proposal will be deducted in assessing the actual price for renting the vehicle.

9. Driver's Requirements and Qualifications:

- The Drivers employed by the Service Provider shall have the valid driving license and should have a minimum of 3 years of previous driving experience. Drivers assigned for the armored vehicle must have at least 1 years of experience driving armored vehicle. The driver shall be trained, fully qualified, and physically able (e.g. sight tested) to perform their duties. At all times, the drivers shall adhere to acceptable professional behavior standards. Unacceptable behavior includes: harassment or discrimination based on race, creed, color, sex, age, sexual orientation or national origin. In addition, all drivers shall express a client-oriented attitude and provide professional and polite service to all users of the vehicles and driver must have valid license as stated above.
- The firm will be responsible for the behavior/actions of the drivers and will be responsible to provide the immediate replacement in case of complaints/misconduct.
- The Service Provider shall have written policies and procedures covering qualifications, training, and drug testing and employee duties for all drivers. The Service Provider shall establish and maintain a policy for the testing of drivers for the presence of controlled substances and alcohol. In addition, the policy shall include a procedure for testing drivers who have been involved in an accident and Company must ensure the physical fitness of the driver.
- All drivers should have a minimum of secondary education, multi-lingual (Arabic and English Speaking) and have the knowledge of essential, INGOs and governmental locations within main towns.
- Note: Under no circumstances can drivers use *Qat* when in service. *Qat* is never allowed during service hours. No smoking inside the vehicles either.
- The Service Provider shall ensure that all drivers wear a company uniform and wear/display an identification badge/name plate that displays the Service Provider's name, employee name and picture of the employee.
- As stated above, all drivers of the Vehicle(s) shall have a minimum of 3 years' experience with driving commercial passenger and Armored vehicles, in addition to meeting all minimum standards as required by Yemen Law. The Service Provider shall ensure that Drivers possess valid operating credentials and licenses in their possession while the rented vehicle(s) is being driven.
- The driver shall aid persons being commuted while entering and exiting the rented vehicle if required.
- All drivers should be certified in First Aid and be able to use the First Aid kit available in the vehicle.

- UNDP reserves the right to review the qualifications of the Driver before commencement of service, or at any other time during the term of the Contract but shall have no obligation to do so. At UNDP request, the Driver shall be replaced with another meeting the above conditions;
- The Rented Vehicle Driver should be provided with a mobile telephone for communication in case of a breakdown or emergency. Nevertheless Drivers must not speak on mobile phones while the vehicle is in motion. The drivers must not communicate to passengers while the vehicle is in motion.

Note: UNDP shall maintain the right to request the change of drivers, if enough users complaints warrant such a request.

10. Vehicle's requirement/Conditions of the Vehicle:

1. The company must provide supporting documents of vehicles ownership such as copy of vehicle registration paper, a list of the vehicles attached with a contracted insurance policy.
2. All Company's fleet vehicles must be covered under a full insurance policy.
3. The vehicles provided by the company must all be in a good shape & well-maintained condition to serve, in the most challenging topographical environments, for no less than six months continuously without the need of replacement (unless encountered major road accidents).
4. All vehicles must have the tools and equipment as per standard checklist .
5. The company will provide Trauma First Aid Kit standards *See Annex II-* in all vehicles and the company's assigned driver will be responsible of keeping the kit and tracking its contents ;
6. In case of any shortage in quantities of items in Annex I or II for any reasons either using, missing , or perished items, the company will immediately refill/replace the needed items.
7. All vehicles must have vehicle tracking system.

11. Performance measurement and Service Levels:

Based on the notion that transparent performance measurement mechanisms help establish open lines of communication and develops a cooperative working relationship: UNDP will, in consultation with the Service Provider, establish a system for performance measurement primarily based on the Service Levels and KPIs stated below.

Service Levels	Key Performance Indicator	Acceptable Standards (by UNDP)
1.Availability of requested vehicles	100% availability every time a request is made by UNDP to provide the vehicle	95% of times, the supplier shall be able to cater to the request, less than 95% is not acceptable

2. Response Time	UNDP request email or letter must be responded within 6 hours for normal requests and within 1 hour for the urgent requests	Response time of more time up to 24 hours (for normal requests) and for around 3 hours (for urgent requests) are acceptable, more time than those are taken as unacceptable
3. Breakdown of the vehicle during the mission	100% no breakdown due to the early on inspection and maintenance of the vehicles before deploying to UNDP mission	98% of missions should witness no vehicle breakdown problem, less than 98% is not acceptable
4. Safety and Security of passengers	0% accident at all missions and in-city driving. The vehicle provided must possess the first aid kit, fire-extinguishers and mobile sets and trauma kits during the mission	No accident accepted at any time. All requested equipment must be available in the vehicle
5. Cleanliness and Hygiene of the car	Windscreens, front and passengers' seats, aircon filters, nubs are all fully clean, including seat belts and storage cabin at the back of the car	No or very minimal complaints by the UNDP passengers on the cleanliness of the car
6. Conduct and Behavior of Driver	100% of times in mission, the driver must be professionally dressed and remain courteous and responsive to the passengers' request.	No complaints about the conduct and behavior of the driver on safe driving, and courtesy and professional approach

In measuring the KPI, the Service Provider shall allow UNDP to perform random inspection and acceptance of the vehicle's to be furnished under the Contract to ensure that the vehicle(s) conform to the terms of the Contract. Any item found not in compliance with requirements shall be rejected.

12. Vehicle Maintenance

In order to meet the KPIs from the service level, the provider of service must carry out the following:

- a) The Service Provider shall be required to provide full maintenance for the Vehicles.
- b) The Service Provider shall maintain a **routine** service schedule for all the Vehicles provided under the contract.
- c) The service will be carried out as per manufacturer's maintenance schedule sheets.
- d) A complete service record including the service schedule and repair history shall be maintained by the Service Provider. The Service Provider shall at its cost and expense keep

the technical records required for the Services as specified herein. Service Provider shall produce such documents to the UNDP at the request of the UNDP. All costs of maintenance and repair including but not limited to Punctures to tires, change any tube or tire deemed unfit and routine and emergency maintenance and repair shall be borne by the Service Provider.

- e) It is not acceptable of vehicle breakdown, however, if due to the act of God, in case of Vehicles breakdown, non-working AC unit or non-availability of the Vehicles, and failure of providing a replacement by the Service Provider, the UNDP will cease payment for the Vehicles that disrupted the UNDP mission.
- f) The payment for the vehicle breakdown repair is the responsibility of the company, by no means, UNDP will make the payment other than the rental.
- g) In the event of any accidents involving the Vehicles provided under the contract, while being used by UNDP, UNDP will ensure that the necessary procedures are followed, and reports obtained as required by the Service Provider's insurance company and submitted on time to the Service Provider. The Service Provider in such a case shall provide all necessary assistance in matters related to Traffic Police and other government departments and provide an immediate replacement. UNDP at any circumstances, not responsible for making any kind of payment relating to accident, insurance or whatsoever.
- h) A qualified mechanic should be available at all times (on 24 hours call) by UNDP representative to attend to emergency maintenance, repair or replacement of Vehicles provided on rent.

13. Contract Administration:

- i. Bidders should propose the detail how they plan to implement the contract: ordering and invoicing. But in principle, the UNDP or UN Agency would order the vehicles needed and the company would then indicate availability applying the prices quoted under this bidding exercise in accordance with LTA. If vehicles are not available the UN would then contact the company that ranked second in this exercise, and then the third.
- ii. Payments should be made on a monthly basis against invoices. Each UN agency should be kept in a different key account.
- iii. Issues of disputes relating to the service level, payment or any other kind relating to the scope of this service, must be amicably settled by discussion between UNDP and the service provider.
- iv. Note that UNDP may require to add more requirement to the vehicles and the service provider is committed to ensure compliance to all such additional requirements under penalty of cancelation or non-extension of the contract/LTA.
- v. Service provider indemnify UNDP against all claims including third party claims and all the risks that may arise from the use of service provider's vehicle by UNDP.

14. Qualification and Experience of the Company /Bidder:

- 1. The company must submit a valid business registration certificate;

2. The company must be specialized, officially registered, in the business of providing Rental Vehicles service;
3. At least 3 years of working experience as car rental services in Yemen renting armored and 5 years for soft skin vehicles to UN or similar organizations;
4. The company must provide a brief company profile with reference to business owners, years of operations in Yemen, main office and branches, number of vehicles and types of vehicles owned by them, their client list, number of staffs working in the office;
5. Previous certificates of performance or also known as **client reference from** the clients already served – top 3 clients in the past 3 years.
6. The company must have **full medical & Life insurance** covering the driver, passengers and any/all third parties, please attach the copies with your proposal.
7. The company must submit the **organigram depicting its personnel chart** who will be responsible for rendering the service to UNDP with their full contact information;
8. CVs of the focal persons who will be responsible for operations , Mechanics and Drivers who will be deployed to work for UNDP missions;
9. **List of Soft skin and AVs along** with the model number.

Annex I_ standard checklist			
VEHICLE EQUIPEMENT CHECKLIST	PRESENT	ABSENT	Remark
Vehicle Condition			
Safety belts (front and rear)			
All lights working			
Functional Screen washers			
Functional horn			
All doors can be locked from Inside			
Good quality tires			
Basic Equipment			
2X Spare tires			
1 Crick/Vehicle Jack - Hi-lift			
1 Wheel spanner			
1 Hazard Warning Triangles			
1 Fire extinguisher			
1 Complete Trauma first-aid kit			SCI Standard – See Annex II
1 Flashlight/Torch			
Overalls			
Gloves			
Fuel jerrycan			
Water jerrycan			
Tool Box (Combinations Spanners set, Screw Driver set, Adjustable spanner, Pair of pliers, Stanley knife, Hammer)			
1 Towing rope			
1 Shovel			
1 Jumper Cable			
Wet season/off road kit			
Machete			
Axe			
Sand ladders			
Hand winch (turfor)			
Winch cable			
Remote field kit			
Air (tyre) pump			
D shackles for towing			
Towing cable (10mtrs)			
Starting cables (jump Leads)			
Tyre repair kit			

Tyre valve key			
Tyre levers			
Inner tube			
Plastic sheeting			
Other			
Assorted nuts/bolts/connectors/clips/fuses/bulbs/washers etc			
Engine oil			
Gearbox oil			
Brake fluid			
Oil filter			
Air filter			
Fan belt			
Hoses (assorted)			
Insulating tape			
Electrical wire			

Annex II_ Vehicle Trauma Kit			
Line Item	Description of Content	Unit / Form	Quantity
a	Conforming bandage 7cm x 4.5m 3 x conforming bandage 10cm x 4.5m 2 x crepe bandage 10cm x 4.m	roll	3
b	Non-sterile, non-woven triangular bandage 10 x ambulance dressing no 1	pce	6
c	Ambulance dressing no 2	pce	5
d	Ambulance dressing no 3	pce	3
e	Ambulance dressing no 4, 4 x eyepad dressing	pce	3
f	Assorted adhesive dressing, 20 pcs 5 x adhesive dressing 9cm x 10cm	pce	2
g	Adhesive dressing 8.6cm x 6cm	pce	5
h	Highly absorbent dressing pad 10cm x 10cm 5 x highly absorbent dressing pad 10cm x 20cm 1 x micropore low allergy tape spool, 2.5cm x 5m 50 x sterile swab 7.5cm x 5.5cm	pce	5
i	Celox hemostatic gauze	pce	2
j	Maxiflex multi-trauma dressing	pce	2
k	T281 Red medical organiser bag	pce	1
l	Burns first aid kit	pce	1
m	Disposable instant cold pack	pce	4
n	Guedel disposable airway, size 3 1 x Guedel disposable airway, size 4	pce	1
o	Disposable BVM resuscitator bag valve mask 1 x manual suction pump	pce	1

p	Lister bandage scissor 1 x splinter forceps	pce	1
q	Tuf cut clothing shears	pce	1
r	SAM splint	pce	1
s	Mediwrap high protection blanket 2 x adjustable extraction collar	pce	1
t	Clinell hand sanitizer pump spray 60ml	pce	1
u	Clinell hand and surface disinfectant wipes 200 1 x sterile wound/eye wash 250ml	pce	1
v	disposable pen torch 6 x nitrile gloves, pair Packed for export	pce	1
w	Tourniquet	pce	2

Type of Vehicles required:

LOCATION: NORTH ARAE

LOT 1: SOFT SKIN VEHICLES - North

OPTION1: Without driver nor fuel

Category	Sedan	Pick Up	SUV	SUV	Station Wagon (6-8)	Station Wagon (9+)	Bus 14 pax
Make or Equivalent	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota
Model	Corolla	Hilux	Rav 4	Fortuner	Prado	L.cruise r GXR	Haice Mini
Year	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above
Financial Offer:							
Day Rate (24 Hours)							
One Week Rate (7 Days)							
One Month Rate (Calendar)							
TOTAL							

OPTION2: With driver ONLY

Category	Sedan	Pick Up	SUV	SUV	Station Wagon (6-8)	Station Wagon (9+)	Bus 14 pax
Make or Equivalent	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota
Model	Corolla	Hilux	Rav 4	Fortuner	Prado	L.cruise r GXR, VXR	Haice Mini
Year	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above
Financial Offer:							
Day Rate (24 Hours)							
One Week Rate (7 Days)							
One Month Rate (Calendar)							
TOTAL							

OPTION3: With driver and Fuel

Category	Sedan	Pick Up	SUV	SUV	Station Wagon (6-8)	Station Wagon (9+)	Bus 14 pax
Make or Equivalent	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota
Model	Corolla	Hilux	Rav 4	Fortuner	Prado	Landcruiser GXR	Haice Mini
Year	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above
Financial Offer:							
Day Rate (24 Hours)							
One Week Rate (7 Days)							
Two weeks Rate (14 Days)							
Three Weeks Rate (21 Days)							
One Month Rate (Calendar)							
TOTAL							

LOT 2: ARMORED VEHICLES -North

Options	Without driver nor fuel	With driver only	With driver and fuel
Make or Equivalent	Toyota		
Model	Level B6 Armored Landcruiser GXR,VXR		
Year	2012 and above		
Financial Offer			
Day Rate (24 Hours)			
One Week Rate (7 Days)			
Two weeks Rate (14 Days)			
Three Weeks Rate (21 Days)			
One Month Rate (Calendar)			
TOTAL			

OTHER COST FORM:

➤ Extra cost of peridium and accommodation in case of traveling outside the working-base city					Cost per NIGHT USD	\$
➤ Trip cost outside the main cities with driver without fuel						
Category	Station Wagon (9+)	SUV	SUV	Station Wagon (6-8)	Station Wagon (9+)	
Make or Equivalent	Toyota	Toyota	Toyota	Toyota	Toyota	
Model	Level B6 Armored Vehicle	RAV4	Fortuner	Prado	Landcruiser GXR,VXR	
Year	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	
Trip Cost						

For the trip cost, if the chosen lot/lots by the bidder include both Soft skin & Armored Vehicles, the bidder is requested to fill in the trip cost of all vehicles models MENTIONED in the table **OTHER COST FORM**, but if the bidder has chosen only one lot , then he is required to fill in only the cost of the vehicles relate to the chosen lot (whether Soft skin or AV) .
If the bidder fails to comply with filling in all the required costs -Peridium and accommodation and trip costs- in accordance with the selected lot they will participate in , this may get them excluded from the final evaluation of tender .

NOTE:

Every LOT will include the following **additional** costs:

- **Per- Dieum and accommodation daily cost.**
- **Trip cost in case of travelling outside the main cities.**

LOCATION: SOUTH ARAE**LOT 3: SOFT SKIN VEHICLES**

- South

OPTION1: Without driver nor fuel

Category	Sedan	Pick Up	SUV	SUV	Station Wagon (6-8)	Station Wagon (9+)	Bus 14 pax
Make or Equivalent	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota
Model	Corolla	Hilux	Rav 4	Fortuner	Prado	L.cruiser GXR	Haice Mini
Year	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above
Financial Offer:							
Day Rate (24 Hours)							
One Week Rate (7 Days)							
One Month Rate (Calendar)							
TOTAL							

OPTION2: With driver ONLY

Category	Sedan	Pick Up	SUV	SUV	Station Wagon (6-8)	Station Wagon (9+)	Bus 14 pax
Make	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota
Model	Corolla	Hilux	Rav 4	Fortuner	Prado	L.cruiser GXR	Haice Mini
Year	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above
Financial Offer:							
Day Rate (24 Hours)							
One Week Rate (7 Days)							
One Month Rate (Calendar)							
TOTAL							

OPTION3: With driver and Fuel

Category	Sedan	Pick Up	SUV	SUV	Station Wagon (6-8)	Station Wagon (9+)	Bus 14 pax
Make or Equivalent	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota	Toyota
Model	Corolla	Hilux	Rav 4	Fortuner	Prado	Landcruiser GXR	Haice Mini
Year	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above
Financial Offer:							
Day Rate (24 Hours)							
One Week Rate (7 Days)							
One Month Rate (Calendar)							
TOTAL							

LOT 4: ARMORED VEHICLES - South

Options	Without driver nor fuel	With driver only	With driver and fuel
Make or Equivalent	Toyota		
Model	Level B6 Armored Landcruiser GXR,VXR		
Year	2012 and above		
Financial Offer			
Day Rate (24 Hours)			
One Week Rate (7 Days)			
One Month Rate (Calendar)			
TOTAL			

OTHER COST FORM:

➤ Extra cost of peridium and accommodation in case of traveling outside the working-base city					Cost per NIGHT USD	\$
➤ Trip cost outside the main cities with driver without fuel						
Category	Station Wagon (9+)	SUV	SUV	Station Wagon (6-8)	Station Wagon (9+)	
Make or Equivalent	Toyota	Toyota	Toyota	Toyota	Toyota	

Model	Level B6 Armored Vehicle	RAV4	Fortuner	Prado	Landcruiser GXR
Year	2019 and above	2019 and above	2019 and above	2019 and above	2019 and above
Trip Cost					

For the trip cost, if the chosen lot/lots by the bidder include both Soft skin & Armored Vehicles, the bidder is requested to fill in the trip cost of all vehicles models MENTIONED in the table **OTHER COST FORM**, but if the bidder has chosen only one lot , then he is required to fill in only the cost of the vehicles relate to the chosen lot (whether Soft skin or AV) .

If the bidder fails to comply with filling in all the required costs -Peridium and accommodation and trip costs- in accordance with the selected lot they will participate in , this may get them excluded from the final evaluation of tender .

NOTE:

Every LOT will include the following other extra cost

- **Peridium and accommodation daily cost.**
- **Trip cost in case of travelling outside the main cities.**

SECTION 5B: OTHER RELATED REQUIREMENTS

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	<u>Other, based on the details included in the service request /PO</u>
Exact Address of Delivery/Installation Locations	<u>based on the details included in the service request /PO</u>
Mode of Transport Preferred	N/A
UNDP Preferred Freight Forwarder, if any ¹	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Customs, if required, clearing shall be done by:	N/A
Ex-factory / Pre-shipment inspection	N/A
Inspection upon delivery	UNDP representative from the General service Unit will do inspection for the required vehicle making sure that the car according to the requirements
Installation Requirements	N/A
Testing Requirements	The vehicle can be subject to checking and testing before final receipt
Scope of Training on Operation and Maintenance	N/A
Commissioning	N/A
Warranty Period/Defect liability	N/A

Local Service Support	N/A
Technical Support Requirements	Company should provide technical support and replacement for any broken-down vehicle in all targeted Areas by UNDP
After-sale services Requirements	24 hours availability for response and providing replacement vehicles whenever needed within 12 hours from the time of request.
Payment Terms (max. advanced payment is 20% as per UNDP policy)	<u>100% within 30 days form the date of receiving the invoice</u>
Conditions for Release of Payment	Original Invoice Supporting documents that service is rendered e.g. attaching Purchase Order (PO) or email request from UNDP
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid/schedule of requirement	<input type="checkbox"/>
▪ Form G: Form of Bid Security	<input type="checkbox"/>
▪ [Add other forms as necessary]	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule. Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency]. We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]

Please attach the following documents:

- Company Profile, not exceeding 15 pages, max, , main office and branches, number of vehicles and types of vehicles owned by them, their client list including printed brochures and product catalogues relevant to the goods and/or services being procured.
- Bid security (original): The vendor is requested to provide original document to UNDP Sana'a office before bid closure date/time, and in the meantime the vendor is requested to scan and upload a copy into the e-Tendering system before deadline for submission.
- Certificate of Incorporation/ Business Registration document.
- Document establishing and evidencing (5 years for soft skin and 3 years for AVs) years' working experience in car rental field relevant to this ITB in terms of Contract Value.
- Latest Audited Financial Statement (Income statement and Balance Sheet) including Auditor's report for the last three years/ or Bank Statement (issued in the last 30 days) – OPTIONAL.
- Valid Insurance policy.
- List of owned fleets by the company.
- Previous contracts and POs related to similar work/service within the past 3 years.
- Other document mentioned in section 5a;
- Client References from the top 3 Clients in the past 3 years.
- If applied as Joint Venture (JV), UNDP will require legally registered JV agreement before signing the contract with winning bidders.
- Copy of the permission (or license as applicable) granted by government to operate Armored Vehicle in Yemen
- CV of the Proposed Driver – in case of actual assignment, CVs approved by UNDP or equivalent will only be accepted
- To attach the signed and stamped list of the fleet
- Years of Manufacturing of the car acceptable to be deployed to UNDP transportation:
- state the years of manufacturing of the fleet, the list signed and stamped with company seal
- Armored Vehicles: 2012 and above years
- Soft Skin Vehicles: 2019 and above years
- First Aid Certificate of Driver

- Medical & Life insurance covering the driver, passengers and any/all third parties

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Annual Turnover for the last 3 years <i>[UNDP is mindful of difficulties in producing the audited financial report in Yemen. However, suppliers submitting the audited financial statements or Bank Statement will get an added value for the bidders themselves during the bid evaluation process at the discretion of UNDP]</i>	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	2019	2020	2021
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

Qualification and Experience of the Company /Bidder:

1. The company must submit a valid business registration certificate and necessary licensing/permission to operate Armoured and soft skin vehicle rental services.
2. The company must be specialized, officially registered, in the business providing Rental of Vehicles service.
3. The Service Provider shall have at least 5 years of prior successful experience in soft skin Car/vehicle and 3 years for AV's rental Operations.
4. The company must have experience of handling the trauma kit.
5. The company shall have the ability to replace the broken-down car under mission.
6. Ability to provide the trained driver to Armoured vehicles and soft skin vehicles.
7. Ability to insure its staff member with Medical Insurances, Third Party Liability Insurance at a minimum, those deployed to the UN Mission
8. Experience of insuring vehicles at least third-party liability insurance
9. Should have handled in the past renting of varied nature of cars, covering armored vehicle or soft skin vehicles depending on which lot the company is applying for.

Scope of Services:

As per the ToR

Sets of Services required:

As per the TOR

Contract Administration:

As per the TOR.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i>
	<ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
	Reference 1: [Insert]
	Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Ye

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-YEM-0008-2022		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a cost breakdown by rows for both fuel and related services to be provided.

Currency of the Bid: [Insert Currency]

Type of Vehicles required:

As per the TOR

FORM G: Form of Bid Security

**Bid Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated [Click here to enter a date.](#) to execute goods and/or services [Insert Title of Goods and/or Services] (hereinafter called “the Bid”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security if the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bids;
- c) Fails to comply with UNDP’s variation of requirement, as per ITB instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

Annex I

Contract for Goods and/or Services

Between [insert name of UN entity] (the “UN Entity”), represented by the United Nations Development Programme (“UNDP”) and [insert name of the Contractor] (the “Contractor”)

1. Country Where Goods Will be Delivered and/or Services Will be Provided:	
2. UNDP <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement (LTA): <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> indicate as appropriate	
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: [insert currency and amount in figures and words] 9a. Advance Payment: [insert currency and amount in figures and words or indicate “not applicable”]	
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. Contractor’s Name: Address: Country of incorporation: Website:	
13. Contractor’s Contact Person’s Name: Title: Address: Telephone number: Fax: Email:	
14. UN Entity’s Contact Person’s Name: Title: Address: Telephone number:	

Fax: Email:
15. Contractor's Bank Account to which payments will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [delete if not applicable].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] attached hereto [delete if not applicable and remove square brackets].
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].
5. Technical Specifications for Goods [delete if not applicable].
6. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].

All the above, hereby incorporated by reference, shall form the entire agreement (the "Contract") between the UN Entity and the Contractor (together referred to as the "Parties"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

The Parties acknowledge that UNDP, in its capacity as an agent of the UN Entity, has been requested by the UN Entity to obtain the Services and/or Goods indicated in this Face Sheet, on the terms and conditions set forth herein. For the avoidance of doubt, with the exception of the Face Sheet, all references to UNDP in this Contract and the annexes attached hereto shall be deemed to refer to the UN Entity, except where expressly stated or the context requires otherwise.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For [insert name of UN Entity]	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Annex II**UNDP
GENERAL CONDITIONS OF CONTRACT FOR SERVICES****1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 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.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, 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 Contractor, or the Contractor'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 Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; and,

13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of

Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 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.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of 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.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall

be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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.

18.0 TAX EXEMPTION

18.1 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 Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor 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.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor 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 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.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 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.

22.2 The 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.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses 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.