

REQUEST FOR PROPOSAL: RFP/CO/YEMSA/24/08
FOR
THE PROVISION OF CARGO TRANSPORTATION SERVICES FOR THE UNHCR YEMEN
ANNEX A: TERM OF REFERENCE (TOR)

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1. BACKGROUND

The Office of the United Nations High Commissioner for Refugees (UNHCR) in Yemen intends to enter into a Frame Agreement with one or more for the provision of Transportation Services in Yemen.

The objective of this request for proposal (RFP) is to engage a registered, professional, and dedicated Service Provider(s) of Transportation duly incorporated under the Laws of Yemen to service the UNHCR operation in Yemen and establish Frame Agreements with multiplies FAs who meet the technical requirements and offer the lowest prices in line with UNHCR's Terms of Reference (TOR). These selected Service Provider(s) will compose a pool of suppliers eligible for a secondary bidding process for the provision of transportation services, whenever there is a new transportation request.

The Frame Agreement(s) (FAs) will be for an initial period of two (2), with the possibility of an extension of one (1) year subject to the satisfactory performance of the Service Provider(s) and UNHCR's requirement of the provision of Services.

2. ANTICIPATED ANNUAL VOLUME

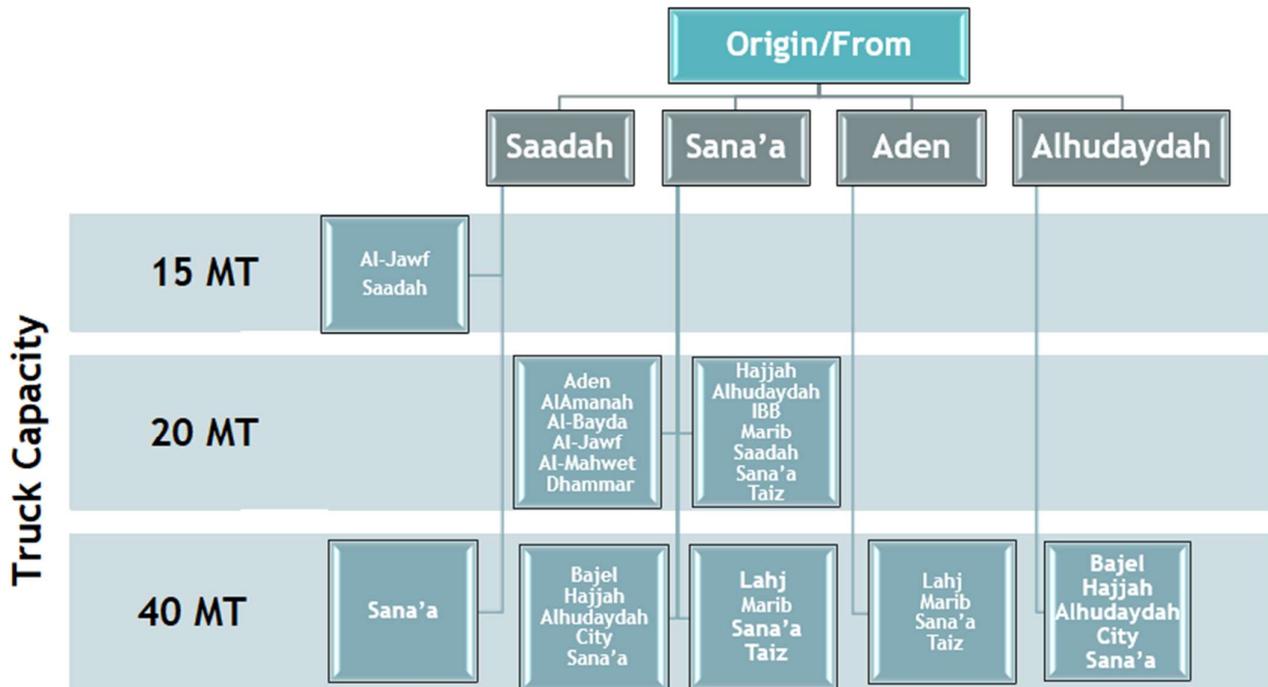
UNHCR provides it appears you have a comprehensive breakdown of truck usage by capacity across three years, along with totals, averages, and estimated monthly truck utilization. This information will help the Service Provider(s) understand the requirements.

Anticipated Volume for Transport Services

Truck Capacity	Average Trucks required per Year	Estimated No. of Trucks per Month
200 Kgs	4	1
201-1000 Kgs	3	1
2 - 2.5 Tons	8	1
5 Tons	10	1
10 Tons	193	16
15 Tons	83	7
20 Tons	183	15
30 Tons	50	4
40 Tons	500	42

Below chart categorizes routes by their start and end points and list the truck sizes which most frequently used in the past three 3 years.

Truck Capacity and Transportation Routes



Please note that an estimated volume of business has been stated in order to enable bidders to have an indication of the projected requirements. It does not represent a commitment that UNHCR will purchase these volumes. Volumes may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the Frame Agreement.

In addition to the above table, **busy routes and truck sizes**, which most frequently used during 2021 to 2023 are as follow:

#	Truck size capacity (MT)	From	To
1	10 MT	Sana'a	Sana'a
2	15 MT	Sana'a	Sana'a
3	40 MT	Sana'a	Saada
4	40 MT	Sana'a	Hajjah
5	40 MT	Sana'a	Al-Jawf
6	40 MT	Sana'a	Hodeida
7	40 MT	Sana'a	Dhammar
8	40 MT	Sana'a	IBB
9	40 MT	Sana'a	Taiz
10	40 MT	Sana'a	Al-Bayda
11	40 MT	Sana'a	Al-Mahwet
12	40 MT	Hudaydah	Hudaydah City
13	40 MT	Hudaydah	Adurahimi
14	40 MT	Hudaydah	Al-Qanawis
15	40 MT	Hudaydah	Al-Garahi
16	40 MT	Hudaydah	Al-Mansoriah
17	40 MT	Hudaydah	Al-Luhaya

18	40 MT	Hudaydah	Al-Munira
19	40 MT	Hudaydah	Al-Zahra
20	40 MT	Hudaydah	Bajel
21	40 MT	Hudaydah	Hajjah
22	10 MT	Sa'ada	Razeh
23	10 MT	Sa'ada	Shada
24	10 MT	Sa'ada	Ad Dhaher
25	15 MT	Sa'ada	As Safra
26	15 MT	Sa'ada	Sahar

3. REQUIREMENTS

a. Overview of Required Services:

3.1.1 The Service Provider(s) is required to perform the following duties:

- (a) Avail means of transport (trucks and involved resources) and arrange safe transportation of relief goods to various destinations as directed by UNHCR Supply Section.
- (b) The Service Provider(s) will provide full transportation services inclusive of drivers, fuel, fire extinguishers, and fully insured fleet of trucks.
- (c) Ensure that the cargo is properly secured, strapped, insured, and covered after loading to avoid loss or damage.
- (d) Trucks must be ready for loading after 24 hours from the time of the Transport Request (TR).
- (e) The loading and offloading of trucks at origin and destination are managed by UNHCR. However, in exceptional situations, if necessary, UNHCR may request the Service Provider(s) to arrange loading/unloading at the origin or destination. The cost of loading and unloading will be settled based on size and number of trucks.
- (f) Provide the necessary information to UNHCR in a timely manner to obtain security clearance and deconfliction.
- (g) Liaison with local authorities for transport related formalities.
- (h) Provide timely statics reports of movements, locations, and deliveries.

b. *Fleet Size and Maintenance Requirements:*

3.1.2 Fleet Capacity: The Service Provider(s) shall confirm the total numbers of fleet/trucks with the different sizes/capacity. For each truck listed, the Service Provider must clarify whether it is owned directly by the company or if it is subcontracted or outsourced.

- 3.1.3 Below is the Minimum fleet size required, whether owned or subcontracted/outsourced for each category of trucks:

Minimum Fleet Size		
<u>Truck Type</u>	<u>Capacity</u>	<u>Minimum No. of Trucks</u>
Dry Heavy Duty FLATBED TRUCKS with Iron Nets Or BOX Trucks	5 MT	2
	10 MT	2
	20 MT	2
	40 MT	2

- 3.1.1 Fleet Availability: The Service Provider(s) must be able to make trucks available on an urgent and regular basis. Hence, the capacity of the Service Provider(s) to provide trucks, at 6Hrs notice in urgent basis and 24Hrs in regular bases in the respective locations (Sana'a, Hudayda, Saaada, Ibb & Aden) are imperative to UNHCR.
- 3.1.2 Third Party Sourcing: Ensure that third-party sourced trucks and services comply with the same standards and requirements as those directly managed by UNHCR Service Providers(s). This includes fleet maintenance, driver qualifications, insurance coverage, and operational readiness. UNHCR reserves the right to require the Service Provider(s) to discontinue providing transportation services through any subcontractor who, in the opinion of UNHCR, is unfit or unsuitable to perform the services. Such subcontractor shall be promptly replaced in consultation with UNHCR, and all costs or additional expenses, if any, resulting from the withdrawal or replacement of the subcontractor cases shall be at the Service Providers' expense.
- 3.1.3 Fleet Documentation: The Service Provider(s) must provide certified original copies of the documentation for each truck (Vehicle ID card, Registration Certificate and insurance policy issued in line with the local law) to demonstrate compliance with all relevant national transportation regulations and standards. This includes proper registration of all trucks and official authorization for transporting humanitarian cargo, ensuring that each vehicle is authorized and meets the necessary requirements.
- 3.1.4 Fleet Physical Condition: The Service Provider(s) is to ensure that all trucks, transporting UNHCR commodities are in good working condition and clean. UNHCR reserves the right to refuse loading of trucks that are not roadworthy, that have perforated tarpaulins or that are soiled with dust, dirt or other debris.
- 3.1.5 Maintenance and Repair: The Service Provider(s) is solely responsible for the maintenance and repair of all trucks used under this agreement:
- (i) This includes addressing any damages or operational deficiencies that may render the trucks unsuitable for service.
 - (ii) The Service Provider(s) agrees that maintenance should be conducted regularly in accordance with national legislation. UNHCR shall not be responsible for any surcharges during the suspended period.
 - (iii) The Service Provider(s) will bear all costs associated with the maintenance and repair of vehicles. UNHCR will not be responsible for any costs, including surcharges, incurred during periods when vehicles are out of service due to maintenance or repair.
- 3.1.6 Supply of Fuel and Spare Parts: The trucks provided by the Service Provider(s) are to include the driver(s), an adequate supply of fuel, lubricants, spare parts, and, in

particular, a sufficient number of spare tires. If refueling is not possible because of fuel shortage UNHCR will consider vehicles as non-operational.

3.1.7 Insurance: It is required to ensure that the trucks assigned to UNHCR for transporting its commodities are covered by comprehensive insurance including the below, detailing, coverage limits, terms, and duration. The Company must maintain valid insurance coverage throughout the contractual duration and provide proof of insurance as required. This may involve periodic checks or updates to documentation as necessary.

- i) War
- ii) Rioting & Disorders
- iii) Natural disasters
- iv) Terrorism
- v) Robbery

3.1.8 Minimum Safety Equipment Requirements: All trucks shall, as a minimum, be equipped with:

- a. Emergency/Accident triangle
- b. Fire extinguishers (1Kg dry powder)
- c. One First Aid kit of appropriate type and capacity

c. **Mandatory Requirements:**

The Service Provider(s) are required to comply to the below mandatory requirements:

- Granted License from General Authority for Land Transport in Yemen
- Office to remain open 8.30 - 16.30 Saturday to Thursday
- Availability of a 24/7 Hotline Phone/mobile Service
- Dedicated email and a Key Account Manager for UNHCR transport coordination.

4. ROUTES/CORRIDORS OF OPERATIONS & SERVICES

4.1 Routs and Destinations: The Service Provider(s) shall provide UNHCR with transportation services to the various locations using trucks with specified loading capacities **from** Sana'a, Alhodaydah, Saadah, and potentially including Aden, **to** districts in any governorate and cities over Yemen.

DELIVERY LOCATIONS	Origin/From		Deliver to Location				
	Sana'a	Amran Saadah Lahij Aden	Hajjah Al-Jawf Marib Shabwah	Hadramawat Almahwit Alhodayda Dhamar	Ibb Taiz Albaydha Ad Dhali	Sana'a Al-Amanah Sana'a Governorates	
	Alhodayda	Sana'a Marib Ibb Aden Al-Garahi	Amran Shabwah Taiz Adurahimi Bajel	Saadah Hadramawat Albaydha Hodayda city Al-Munira Gabel Rass	Hajjah Almahwit Ad Dhali Al-Sukhna Al-Luhaya	Al-Jawf Dhamar Lahij Al-Mansoriah Zabid	Al-Tohayta Al-Dahi Al-Qanawis Al-Zahra Bura'a
	Saadah	Sana'a Dhamar Saada City Haydan Shabwah	Amran Ibb Sahar Ghamar Lahij	Hajjah Taiz As Safra Razih Baqim Qitaf wa Al Boqee	Al-Jawf Albaydha Majiz Shada Al Hashwa	Marib Ad Dhali Qataber Ad Dhafer Hadramawat	Aden Munabbeh Saqayn Almahwit Alhodayda
	Adan	Sana'a Shabwah Taiz	Amran Hadramawat Albaydha	Saadah Almahwit Ad Dhali	Hajjah Alhodayda Lahij	Al-Jawf Dhamar	Marib Ibb

4.2 Special Arrangements: The Service provider(s) should take the below into consideration:

- 4.2.1 Transportation from origin to destination without Loading & Unloading.
- 4.2.2 Transportation from origin to destination with Unloading, in this case UNHCR will pay the offloading/labourers cost as per truck rate offered separately. **See Annex B-1 Financial Bidding Form**
- 4.2.3 Transfer of commodities between different type of trucks may be necessary in some occasions due to the road condition (paved /unpaved) in remote/ruler areas.
- 4.2.4 In some instances, at the final destination, the distribution of items may involve unloading directly from the truck to the beneficiaries, thus the truck will have to remain at the destination during the distribution process. In this case the detention fees will be applied to the transporter if applicable.
- 4.2.5 UNHCR may request to transport the undistributed items back to its warehouse.
- 4.2.6 For complex transport arrangements, the service provider will be required to arrange a convoy leader to coordinate the transport movement and ground arrangements at loading and offloading points.
- 4.2.7 Considering the nature of the humanitarian response, there might be a need to transport relief items to multiple locations on a given same route, by a single or multiple trucks with the flexibility to drop off partial cargo enroute to the final destination. Service Provider(s) will be paid at the rate of last destination, such requirement will be mentioned in the secondary bidding process request.
- 4.2.8 Any special requirements for temperature-controlled cargo must be adhered to, and maintenance of the cold chain must be respected at all times.

4.3 Detention charges: Owing to the operational context of Yemen, convoys may experience delays for the reasons listed below. Service Provider(s) is required to factor these charges in their financial offers given that UNHCR will not be liable for any detention charges and/or settle any detention costs incurred to the Service Provider(s).

- (a) Denial or delays in receiving security clearance or deconfliction prior to departure.
- (b) Insecurity or unexpected security development.
- (c) Delays at security checkpoints enroute to the destination
- (d) Delays at the destination or the distribution point.

4.4 Liability for Loss, Damage, or Delay: The Service Provider(s) will assume full responsibility for UNHCR cargo from the collection point to the final delivery point. This includes liability for any loss, damage or delay to a consignment until it is delivered.

- i. Any shortage or damage while items are under transporter's custody will be charged to the Service Provider(s). The cost of the items including transport/handling cost will be deducted from the Service Provider's invoice.
- ii. Notification of Incidents: In all cases of losses, damages, accidents, and misconducts, the Contractor must notify UNHCR within 12 hours of the incident. A comprehensive report detailing the circumstances and implications of the incident must be submitted within 48 hours. The incident must be noted on the waybill, and insurance details should be mentioned, signed by the receiving party.

4.5 Cargo Handling: The Service Provider(s) will provide transport for both containerized and non-containerized cargo. The Service Provider(s) will ensure safety of supplies loaded on trucks and route to the point of delivery, the cargo size will be mentioned in the secondary bidding process.

The Transport company must ensure compliancy with Yemeni laws and mandatory insurance for trucks, staff, and cargo.

4.6 Exclusivity of Service: Each transportation service provided to UNHCR is exclusively for UNHCR goods and no commercial cargo will be accepted in the trucks.

4.7 Types of Cargo: Cargo may include apart from (Not limited to) Non-Food Items such as Core Relief Items mainly tents, blankets, plastic sheets, plastic rolls, soap bars, mosquito nets, plastic jerrycans, sanitary material, plastic water buckets, aluminium and stainless-steel kitchen sets, household and as well as shelter material and in some cases UNHCR assets. Please refer to **Annex J - CRI Measurements**.

4.8 Provision of Materials and Equipment: Provision of necessary materials, tools, and equipment such as safety belts, plastic tarpaulins and etc to be included in the offer, which will not be paid separately by UNHCR. The rate should be in US Dollar inclusive of fuel, driver/staff salary and benefit, insurance, vehicle-tracking fees and charges any other fees/taxes etc.

4.9 Reporting Requirements: The service provider must ensure submission of reports to UNHCR in a timely manner. This includes, but is not limited to, the following reports for which templates will be provided by UNHCR:

Frequency	Report Name	Description
Daily	Ongoing Transport Movements	Status update on ongoing transport movements includes delivery status.
Weekly	Transport Tracking Report	Details movements and locations.
Monthly	Comprehensive Transport Tracking Report	Covers all movements and deliveries for the month.
Monthly	Statement of Accounts	Provides details of all pending payments due to the service provider.

- 4.10 **Record Keeping:** As per UNHCR rules and regulations, filling (Archiving) of all electronic and physical records related to transport documentation (loading plan, Waybills, Transport Orders, GRN signed and stamped by the receiver, MRI and security clearance) is mandatory and remains the responsibility of the Transport Service Provider. Provisions must be made to ensure that all electronic and physical records are maintained accordingly.

5. COORDINATION

- 5.1 UNHCR will designate personnel responsible for requesting the services and supervising the Service Provider(s), including certification of invoices and final evaluation of work.
- 5.2 UNHCR will initiate Service Provider(s) through a Transport Request (TR) sent to the Service Provider(s) via email, outlining the following:
- Shipment collection address.
 - Shipment delivery address.
 - Contact persons and details.
 - Shipment quantity, items and weight.
 - Delivery time.
 - Number and Size of trucks needed.
 - Road conditions.
 - Any additional requirement such as (Loading and Unloading, Need for labourers, Distribution from truck or not, etc.)
- 5.3 Should the Service Provider(s) believe that is unable to meet delivery requirements as specified in the Transport Request (TR), or if the TR omits any of the information specified above, the Service Provider(s) must notify UNHCR immediately to determine an agreeable alternate solution and/or further details.
- 5.4 Omission of any of the foregoing information shall not diminish the Service provider's responsibilities under the potential Agreement.
- 5.5 Should Service Provider(s) be unable to meet the delivery requirements outlined by UNHCR and if an agreed solution not reached, UNHCR may revoke initial request and seek services from an alternate Services Provider.

6. DOCUMENTATION

- 6.1 The Service Provider(s) is responsible for proper handling of documentation and approvals issued by UNHCR/Partner for transportation services such as Waybills, Goods Issuing Notes, Goods Receiving Notes and any other documents required for certain points between point of origin to point of destination.

6.2 UNHCR will require the below information to process the security clearance for the transport movement. The Service Provider(s) upon receipt of the Transport Request (TR), is required to provide the information within 24 hours. The capacity of the Service Provider(s) to furnish the information below, with the minimum lead-time, would be an advantage for UNHCR in responding to emergency situations.

1. Full name of drivers
2. Trucks plate numbers
3. Photos of the truck
4. Photos and the number of roof marking sheets
5. The Service Provider(s) needs to provide the information above in the template provided by UNHCR. **Refer to Annex - K**

7. ***SERVICE PROVIDER(S) PERSONNEL***

9.1 **Personnel Requirement(s):** The Service Provider(s) is required to meet the following personnel qualifications and obligations towards its personnel:

9.1.1 Provide one dedicated Key Account Manager and a backup for UNHCR transportation coordination, both proficient in written and spoken English, with a minimum of 3 years of experience in Transportation Management. These personnel will be responsible for liaising with UNHCR.

9.1.2 The focal point and a backup should be available if needed outside of regular working hours in case of emergencies. Those personnel would manage UNHCR's account in terms of requests for transportation services.

9.1.3 UNHCR reserves the right to request the assignment of additional personnel or the replacement of personnel dealing with UNHCR's shipments, and the Service Provider(s) shall comply with such requests.

9.1.4 The Service Provider(s) is responsible to ensure social corporate responsibility for all personnel working to provide the required services. That means abiding by all national legal standards on labor laws and social securities and protections.

9.1.5 The Service Provider(s) shall be responsible for the payment of its personnel's salary and relevant benefits each month. Under no situation, shall the Service Provider(s) link its personnel's salary payment to UNHCR settlement of its due invoices.

9.1.6 It is the Service Provider(s) sole responsibility to comply with national regulations regarding all aspects of the labor law. UNHCR will not be a party in any kind of dispute relating to the above. In case any liability arises due to non-performance by the Service Provider(s), under no circumstance UNHCR shall

9.1.7 be liable for the same.

9.2 **Drivers' Requirement(s):** The Service Provider(s) is required to meet the following personnel qualifications and obligations towards its personnel:

- 9.2.1 Qualifications and Training: The Service provider(s) is required to ensure that drivers are qualified, competent personnel, as detailed below, to operate the fleet of truck from point of origin to delivery point.
- 9.2.2 All drivers of the Trucks shall have a minimum of 3 years' experience with driving trucks, The Service Provider(s) shall ensure that Drivers possess valid operating credentials and licenses in their possession while the truck(s) is being driven.
- 9.2.3 The Drivers employed by the Service Provider(s) shall be trained, fully qualified, and physically able (e.g. sight tested) to perform their duties. This include certification in First Aid and be able to use the First Aid kit available in the truck.
- 9.2.4 The Service Provider shall ensure that all drivers have a Certificate of Good Conduct from the Yemen Police.
- 9.2.5 All drivers should have a minimum knowledge of essential, INGOs and governmental locations within main districts.
- 9.2.6 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. Upon award the company must submit a written acknowledgement that their drivers signed the code of conduct.
- 9.2.7 The Service Provider(s) 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. In addition, the policy shall include a procedure for testing drivers who have been involved in an accident.

8. SECONDARY BIDDING PROCESS

- a. Secondary Bidding Process: For each request for transportation services, the authorized UNHCR focal point shall launch a secondary bidding (mini- competition) limited to the awarded Service Provider(s) in accordance with the following steps:
 - i. For each transportation request, or transportation to new locations or for truck sizes not listed in the Frame Agreements, UNHCR focal point will initiate a secondary bidding. This includes regular and urgent requests for transportation services to locations and truck sizes stipulated the Frame Agreements, and it will be awarded to the lowest bidder.
 - ii. The secondary bidding request will be sent in blind copy (Bcc) to ensure confidentiality and fairness. The email will include:
 - Destination, number of trucks required, truck size and type, and weight of goods.
 - Requirements for loading, unloading, and distribution, any special equipment needed, other requirements within the established TOR.
 - A clear deadline for submission of quotes.
 - Specify the terms of the free time for demurrage and detention at destination.

- iii. Service Provider(s) are expected to submit their quotes by the specified deadline. The quotes should detail the cost of truck per destination.
 - iv. Quotes for labor costs, if applicable, should adhere to the pre-determined rates agreed upon in the Frame Agreement.
- b. **Evaluation of Secondary Bidding:**
- i. All received offers will be opened simultaneously to ensure a transparent evaluation process.
 - ii. A price comparison will be conducted for each request, considering all aspects of the service required.
- c. **Awarding the Secondary Service:** The purchase order will be issued to the Service Provider offering lowest price.

9. KEY PERFORMANCE INDICATORS (KPIs)

- a. All services performed by the Service Provider(s) will be constantly reviewed by UNHCR against performance measurement criteria as set out below. If the performance does not meet the standards required, the Service Provider(s) will be formally notified of deficiencies and, if appropriate, will be given the opportunity to rectify it, within the timeframe as determined by UNHCR.

9.2 Minimum Acceptable Key Performance Indicators (KPIs):

#	Performance Standards	Targets	Performance Rating	Rate
1	Response Time: minimum 90% of all trucks requested must be made available within the offered mobilization period (Regular: max. 24 hours; Emergency: max. 6 hours).	Above 95% of all trucks requested	Excellent	3
		90% - 94%	Good	2
		89% - 93%	Fair	1
		87% and below	Failed	0
2	Notify UNHCR of all losses, damages, accidents, and misconducts in 100% of cases within 12 hours. A detailed incident report must be submitted within 48 hours. Insurance details should be included on the waybill signed by the receiving party.	100% of all cases properly reported	Excellent	3
		99% - 95%	Good	2
		94% and below	Failed	0
3	Minimum 99.5% of all shipments are expected to be losses-free.	100% losses-free shipments	Excellent	3
		99.9 - 99.5%	Good	2
		99.4 - 99.0%	Fair	1
		98.9% and below	Failed	0
4	All reports, invoices, documents should be submitted timely and minimum 95% of submitted reports, invoices and documents, have to be accurate (error-free), without UNHCR having to request corrections.	Above 98% of all reports, invoices, documents didn't need correction	Excellent	3
		94% - 98%	Good	2
		89% - 93%	Fair	1
		88% and below	Failed	0
5	The Service Provider(s) must follow the agreed operating	100% on-time submission	Excellent	3
		95% - 99% on-time submission	Good	2

	procedures 100% of the time, unless a life is endangered. However, suggestions for improvements to the procedures are encouraged	90% - 94% on-time submission	Fair	1
		Below 90% on-time submission	Failed	0
6	Ensure 100% of the fleet is covered by comprehensive insurance for the entire contract duration.	100% compliance with insurance requirements	Excellent	3
		Issues not resolved within 2 day	Fair	1
		No compliance or unresolved issues beyond 3 days	Failed	0
7	Ensure 100% of the trucks used in transporting UNHCR meet the required standards of maintenance	100% trucks maintained with no breakdowns.	Excellent	3
		99.9 – 99.5% most trucks well-maintained; minimal issues swiftly resolved	Good	2
		99.4 - 99.0% maintenance delays causing occasional service disruption	Fair	1
		98.9% and below, poor maintenance leading to frequent disruptions or safety concerns	Failed	0
8	Ensure that all trucks, transporting UNHCR commodities are clean, free of dust, dirt or other debris.	100 % of trucks	Excellent	3
		95% - 99%	Good	2
		90% - 94%	Fair	1
		Below 90 %	Failed	0

10. PAYMENT AND INVOICES

- a. UNHCR will process invoices for transport arrangements once we received the full supporting document for payment package.
- b. The invoices should be properly prepared with detailed information and should be generated electronically.
- c. Signed and stamped waybills or delivery notes are to be submitted by the Service Provider(s) to UNHCR as evidence of satisfactory completion of Service Provider(s). Payment will not be made for any services unless UNHCR is satisfied with the services delivered as per the transportation request.

11. FORCE MAJEURE

- a. If during the course of a transportation arrangement, if it becomes impossible for any of the parties to perform any of its obligations for reasons of force majeure, that party shall promptly notify the other in writing of the existence of such force majeure.

12. TENDER ELIGIBILITY CRITERIA

- a. All Service Provider(s) must submit the necessary documentation to substantiate the tender eligibility criteria listed below. UNHCR will review the proposals to ensure they meet the minimum documentary requirements. The following documents, which are required to assess the legal status, financial standings, and UNHCR acknowledgments and declarations should be included with your proposal.

- b. Service Provider(s) failing to submit these documents with their initial proposal may be contacted by UNHCR and given one additional opportunity to comply. Failure to comply will result in disqualification.

Stage I	Tender Eligibility Criteria	Evaluation Method
Minimum Tender Requirements	1. A valid business registration certificate in the field of inland cargo transportation services or any related services, issued by the relevant local authorities, with a minimum establishment period of 5 years.	PASS/FAIL
	2. Valid tax membership ID issued by the relevant local authorities.	
	3. Confirmation of a valid commercial bank account - personal accounts are not acceptable.	
	4. Duly signed and stamped Vendor Registration Form (Annex - C).	
	5. Acknowledgement of General Terms and Conditions for Services (Annex - D).	
	6. Acknowledgement of UN Code of Conduct (Annex-E).	
	7. Duly signed and stamped confirmation that the Service Provider(s) is not on any sanctioned lists from the UN Security Council, World Bank, EU, UNGM, or UN Secretariat (Annex-L).	
	8. Audited financial reports or Bank Financial statements from a financial institute for the past 2 years showing an annual turnover of minimum (75,000 USD), must include the financial institute logos, signatures, and official stamps.	
	9. A dedicated email address and qualified Key Account Manager for UNHCR transport coordination, by sending UNHCR official letter mentioning the required details.	

Important Note: *The Service Provider(s) and its subcontractors registered and operates in conformity with the provisions of the laws of the country.)*

please note that by submitting an offer, you are fully agreeing to the UNHCR's stipulated conditions for the Provision of Required Services and the UNHCR Code of Conduct and General terms and Conditions for Services.

The fleet size of the subcontractors with valid contract with the Service Provider(s) will be considered. The general experience and financial resources of the subcontractors shall not be added to those of the Service Provider(s) for purposes of qualification of the Service Provider(s).

13. TECHNICAL ELIGIBILITY CRITERIA

- a. All Service Provider(s) must submit and include in the technical proposal all the documentary evidence to substantiate the technical eligibility criteria listed below.
- b. UNHCR will review the proposals to ensure they meet the minimum documentary requirements. Failure to submit these documents by the tender closing date and time will result in disqualification.

Stage I	Technical Mandatory Criteria	Evaluation Method
Minimum Technical Requirements	1. License from General Authority for Land Transport in Yemen. Put in Arabic	PASS/FAIL
	2. Trucks assigned to UNHCR must be covered by comprehensive insurance, including coverage for war, rioting & disorders, natural disasters, and terrorism. The Bidders must provide at least one of the below documents: A. A letter from bidders to UNHCR or to guarantee that all the trucks have valid comprehensive insurance coverage for war, rioting & disorders, natural disasters, robbery, and terrorism. B. Letter from insurance company that all bidder trucks are insured and bidders must attach the insurance policy of the trucks.	

14. TECHNICAL EVALUATION CRITERIA

- a. Technical Proposals that “PASS” all the above listed technical eligibility criteria will be considered for further evaluation.
- b. Proposals will be evaluated based on specific criteria that contribute to 60% of the total score. The points allocated to each criterion reflect its importance in the overall evaluation process.
- c. To be deemed technically compliant, proposals must score a minimum of 36 points out of 60. Failure to reach this threshold will result in disqualification from the tender process.

Stage	Technical Evaluation Criteria	Weight
1. Company qualifications and experience	<p>1.1 Years of Business:</p> <p>Evaluate the stability and experience of the company: Minimum 5 years of relevant working experience in the field of in-land transportation. (Provide registration certificates)</p> <ul style="list-style-type: none"> - 5-7 years = 2 points. - 8-10 years = 3 points. - 11 years or more = 5 points. 	5
	<p>1.2 Relevant Experience: Bidders have demonstrated experience in the field of in-land cargo transportation services in Yemen with international organization or UN Agencies. (Through presentation of copies of the contracts / purchase orders / work orders as documented evidence) during the past 5 years (Minimum 3 contracts)</p>	15

Stage	Technical Evaluation Criteria	Weight
	<ul style="list-style-type: none"> - 3-5 contracts / purchase orders = 5 points. - 6-10 contracts / purchase orders = 10 points. - 11 contracts / purchase orders or more: 15 points. <p><i>*In addition to the documentary evidence, Service Provider(s) are requested to complete Annex F - Clients Information and Contracts.</i></p>	
	<p>1.3 Fleet size owned/managed by the company and Subcontractors - List truck information in Annex G & attach a copies of trucks registration cards or subcontracts with third party, (Under the name of the service provider).</p> <p>At least 2 trucks for each category (5Mt, 10Mt, 20MT, 40M) must be available (Owned / Managed)</p> <p>For each category:</p> <ul style="list-style-type: none"> - Less than 2 for each category: 0 points - 2-5 Trucks for each category = 10 points. - 6 and above Trucks for each category = 15 points. <p>*Trucks, original registration documents, and contracts will be verified during the site visit.</p>	15
Sub-total		35

Technical Evaluation Criteria		Maximum Scores
2. Company Fuel sourcing, Maintenance capacity	<p>2.1 Available workshop and/or have a valid truck maintenance contract.</p> <ul style="list-style-type: none"> - Workshop or truck maintenance contract = 5 points. <p>If not Zero.</p> <p><i>*Service Provider(s) are requested to complete Annex H</i></p>	5
	<p>2.2 Available fuel station and/or have a valid fuel supplying contract.</p> <ul style="list-style-type: none"> - Fuel station or valid fuel supplying contract: 5 points <p>If not Zero.</p> <p><i>*Service Provider(s) are requested to complete Annex I</i></p>	5
Sub-total		10

Technical Evaluation Criteria		Maximum Scores
3. General	Company provided description of the approach and methodology (Standard operating procedures - SOPs) of how they would roll-out and implement the requested services outlined in the TORs as well as detailed description of the way the company would respond to the TOR (Annex A) (8 Mark) . Safety standards policy, emergency response plans (emergency response lines, escalation matrix), procedures for handling security risks and incidents (7 Mark) .	15
Sub-total		15
Grand Total		60

Important Notes:

A site visit will be conducted to validate the information provided in the below criteria, and the awarded points will be given as per the output of the site visit.

- **Fleet:** Truck is physically available, and its original documentation is matched with the information provided in Annex G, Truck is owned and/or managed by the bidder, original registration documentation and/or contract with a third party is available on the point.
- **Available workshop** and/or have a valid truck maintenance contract as in in Annex H.
- **Available fuel station** and/or have a valid fuel supplying contracts. Fill in Annex I.