

United Nations Development Programme



**TERMS OF REFERENCE FOR PROVISION OF**  
**VEHICLES REPAIR AND MAINTENANCE SERVICES**  
**THROUGH LTA FOR THE UN AGENCIES**

Dear Sir/Madam,

**Subject: Long Term Agreement (LTA) for the Provision of vehicles repair and maintenance services**

1. You are requested to submit a proposal as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors (Annex I)
  - ii. General Conditions of Contract (Annex II)
  - iii. Terms of Reference (TOR) (Annex III)
  - iv. Proposal Submission Form (Annex IV)
  - v. Price Schedule (Annex V)
3. Your offer comprising separate technical and financial proposals in sealed envelopes, should reach the following address no later than **5pm on 20 July Monday, 2009**

**To:  
Office of the Deputy Country Director (Operations)  
United Nations Development Programme (UNDP)  
Rua Major Kanhangulo 197  
Luanda, Angola**

Contact Person : Aguiar Antonio Cuiundana  
Email : [aguiar.cuiundana@undp.org](mailto:aguiar.cuiundana@undp.org)

Proposals received after this date and time will be rejected.

Yours sincerely,

# **Annex I: Instructions to Offerors**

## **A. Introduction**

### **1. General**

The purpose of the RFP is to solicit proposals from experienced workshop / garage, to enter into a Long Term Agreement (LTA) with UN Agencies in Angola for the provision of maintenance and repair services for the vehicles used by the Agency. The LTA will be issued for a period of 2 years (2009-2011) and may be extended for an additional 1 year based on the satisfactory performance of the Contractor.

A long-term agreement (LTA) is a mutual arrangement between a UN(DP) Agency and a supplier/ service provider to provide goods or services as required, over a specific period of time, with the quantity to be determined at prescribed prices or pricing provisions.

Under a LTA, UN(DP) Agency does not warrant that any quantity of Services will be purchased during the term of this Agreement. UN(DP) Agency will directly contract the LTA service provider based on its need to carry out those activities. For each task, the LTA service provider would be issued a Professional Services Contract or a Purchase Order as may be needed and depending on case by case procurement.

The LTA template will be provided to successful bidder(s) once process is completed.

### **1. Cost of proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UN(DP) Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

## **B. Solicitation Documents**

### **2. Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the

Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

#### 4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UN(DP) Agency entity in writing at [aguiar.cuiundana@undp.org](mailto:aguiar.cuiundana@undp.org). The procuring UN(DP) Agency entity shall respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective Offerors that have received the Solicitation Documents.

#### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UN(DP) entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents shall be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UN(DP) Agency entity may, at its discretion, extend the deadline for the submission of Proposals.

### C. Preparation of Proposals

#### 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UN(DP) entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

#### 7. Documents comprising the proposal

The Proposal shall comprise the following components:

- a) Proposal Submission Form
- b) CVs of Company's key staff/ Managers;
- c) The Financial Proposal.
- d) the five major clients whose vehicles have been serviced for the past 3- 5 years
- e) a description of experience in providing repair and maintenance services to international development agencies or organizations' vehicles fleet. Also, a specific listing and description of engagements, current or prior, with UN or UN Agencies funded activities, if any; and
- f) a concise curriculum vitae (CV) of the key technical persons who will be supervising the repair and maintenance services of UN Agencies vehicles.

**COMPANY'S / ENTITY'S DETAILS**

Item	Details		
1. Legal Name of Organization and place of Registration:			
Organization's Registration :	<b>Registration No.</b>	<b>Date of Registration</b>	<b>Remark</b>
			<i>Scanned official copy of registration may be required on request.</i>
Address Details	Address (Street, town): Tel Number: Fax Number: E-mail:		
Type of Business	<b>Corporate/Limited</b>	<b>Partnership</b>	<b>Other (specify)</b>
Current Geographic Coverage	<b>All</b>		

**g. Please indicate number of people your company employs ?**

\_\_\_\_\_

**h. Are you operating in owned or rented premises ?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(a) RECENT CONTRACTS WITH THE UNITED NATIONS and/or OTHER INTERNATIONAL AID ORGANIZATIONS or the Government:

Organization	Value in US\$	Year	Goods/Services Supplied	Destination

ANNUAL VALUE OF TOTAL INCOME FOR THE LAST 3 YEARS:

(1) Year \_\_\_\_US\$\_\_\_\_million (2) Year \_\_\_\_US\$\_\_\_\_million (3) Year \_\_\_\_US\$\_\_\_\_million

## 8. Financial Proposal

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents as Annex V, the prices of services it proposes to supply under the contract.

## 9. Proposal currencies

All costs/prices shall be quoted in United States of America Dollars (USD)

## 10. Period of validity of proposals

Proposals shall remain valid for ninety (120) days after the date of Proposal submission prescribed by the procuring UN(DP) Agency entity. A Proposal valid for a shorter period may be rejected by the procuring UN(DP) Agencies entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UN(DP) Agencies entity may solicit the Offeror's consent to an extension of the period of validity. The request and

the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

#### 11. Format and signing of proposals

The Offeror shall prepare two copies of both the “**Technical (containing all relevant elements of the firm, company history)**” and “**Financial**” Proposal, clearly marking each “Original” and “Copy” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Technical and Financial Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

#### 12. Payment

UN(DP) Agencies shall effect payments to the Offeror after acceptance by UN(DP) Agencies of the invoices submitted by the Offeror, upon achievement of the corresponding milestones – to be agreed after selection of Offeror.

#### D. Submission of Proposals

#### 13. Sealing and marking of proposals

The Offeror shall seal the Proposal in **one outer and four inner** envelopes, as detailed below.

##### (a) The outer envelope shall be:

- addressed to –

Deputy Country Director (Operations)  
Ref: RFP/LTA/Repair and Maintenance of the UN Agencies vehicles/  
United Nations Development Programme  
RUA MAJOR KANHANGULO 197  
LUANDA- REPUBLIC OF ANGOLA

And,

- marked with: –

**“RFP : Long Term Agreement (LTA) for Repair and Maintenance of UN Agencies vehicles“**

- (b) The **4 inner envelopes** shall indicate the name and address of the Offeror and should be clearly marked with “Technical Proposal” and “Financial Proposal”. In summary, there will be **two separate sealed envelopes** for the **Company’s profile** and **two separate sealed envelopes** for the **Price list (Original and Copy) for the items indicated in the Specifications/terms of reference.**

**14. Deadline for submission of proposals**

Proposals must be received by the procuring UN(DP) Agencies entity at the address specified under clause *Sealing and marking of Proposals* **no later than 5 pm on Monday, 20 July 2009.**

The procuring UN(DP) Agencies entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UN(DP) Agencies entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

**15. Late Proposals**

Any Proposal received by the procuring UN(DP) Agencies entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

**16. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UN(DP) Agencies entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

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

### **17. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Heads of the UN(DP) Agencies procurement sections.

### **18. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the UN(DP) Agencies may at their discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **19. Preliminary examination**

The UN(DP) Agencies shall examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

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

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal, which does not meet the requirements set out above shall be rejected by the UN(DP) Agencies and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## **20. Evaluation and comparison of proposals**

The evaluation of the successful proposal shall be based upon most responsiveness to UN(DP) requirements and shall not be solely restricted to the lowest fees proposed.

The evaluation of the proposals received by UN(DP) Agencies will be based on a combination of the substantive presentation and the competitiveness of the fees.

## **F. Award of Contract**

### **21. Award criteria, award of contract**

The procuring UN(DP) Agencies entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the UN(DP) Agencies' action

Prior to expiration of the period of proposal validity, the procuring UN(DP) Agencies entity shall award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### **22. UN(DP) Agencies' right to vary requirements at time of award**

The Agencies reserve the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

### **23. Signing of the contract**

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the UN(DP) Agencies contracting entity.



## **(Annex III)**

### **General Conditions for Professional Services**

#### **1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

#### **3. 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. 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. 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 with the provisions of this Contract.

## **6. 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. 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. 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 its 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:
  - (i) Name UNDP as additional insured;

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

(iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

## **9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the

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

## **12. 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 the United Nations in connection with its business or otherwise.

### **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

### **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.
- 14.3 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, 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.

### **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in

accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. 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, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

### **16.2. Arbitration**

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

## **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.

## **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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 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.

## **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.

#### **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.

#### **AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by

an amendment to this Contract signed by the authorized official of UNDP.



## Terms of Reference (TOR)

### Annex V

### PRICE SCHEDULE

The Contractor is required to submit the Price Schedule in a separate envelope from the rest of the RFP response ,as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes. The UN(DP) Agencies are exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown, including separate figures for each functional grouping or category.

**The format shown on the following pages is a SAMPLE that could be used in preparing the price schedule.**

The pricing shown below is for informational purposes or in the event additional service is required which falls outside the scope of the service levels shown below and shall be inclusive of labour and materials costs.

Serial No.	Show Unit Pricing for Items Below	e.g.Toyota 4 Cylinder	e.g.Toyota 6 Cylinder
1.	Fuel filter		
2.	Oil filter		
3.	Air filter		
4.	Motor oil		
5.	Fan belt		
6.	A/C belt		
7.	Transfer and transmission oil		
8.	Timing belt		
9.	Battery 12 V 70 Amps		
10.	Shock absorber, front		
11.	Shock absorber, rear		
12.	Brake pads		
13.	Brake shoes		
14.	Brake fluid		
15.	A/C gas		
16.	Disc cover		
17.	Clutch disc		
18.	Engine coolant		
19.	Tire with tube 750 X 16, Yokohama		
20.	Sub fuel filter		

## **REQUISITOS BÁSICOS EXIGIDOS ÀS OFICINAS PARA A ASSINATURA DE CONTRATO DE ASSISTÊNCIA TÉCNICA ÀS VIATURAS DAS NAÇÕES UNIDAS**

As Nações Unidas pretendem contratar uma oficina auto que garanta serviços de manutenção preventiva e de reparação com qualidade e a preços razoáveis a mais de 100 viaturas que compõem a sua frota. Com efeito, os proponentes, deverão providenciar **preços válidos, pelo período do acordo** (2 anos) para cada categoria de serviços abaixo indicados.

O contrato será assinado pelo PNUD em representação das restantes agências, mas as facturas pelos serviços prestados deverão ser submetidos às respectivas agências.

**As condições mínimas exigidas, mas não necessariamente limitadas, à oficina são as seguintes:**

1. A oficina deve estar convenientemente localizada, relativamente à base de operações das viaturas.
2. A oficina deverá possuir instalações dimensionadas para assistir uma frota superior a 100 viaturas.
- 
3. A oficina deverá possuir pessoal devidamente qualificado e treinado – pelo menos um engenheiro mecânico - para o tipo de viaturas (Toyota Land Cruisers, Nissan, Suzuki Grand Vitara, Chevrolet, Ford, Volvo) em uso pelas Nações Unidas e deverá estar devidamente equipada para o serviço que se pretende, de modos a garantir a qualidade dos serviços prestados.
4. A Oficina deverá estar legalmente constituída e se solicitada, mostrar provas do cumprimento das obrigações previstas por lei para o exercício do tipo de actividade a que se propõe.
5. A oficina deverá indicar mecanismos que garantam a segurança das viaturas a reparar nas suas instalações, condições de segurança adequadas para a prevenção e extinção de incêndios, condições de segurança para o pessoal em serviço bem como a observância de todas as outras medidas de higiene, segurança no trabalho e zelo necessários ao êxito da actividade.

6. A oficina deverá aceitar inspecções técnicas quer do pessoal das Agências da ONU quer de outras entidades por estas a indicar, se necessário para aferir das capacidades internas da oficina e dos métodos de segurança observados.
7. A oficina poderá ainda requerer inspecções do corpo Nacional de bombeiros para se certificar da adequação das suas condições em termos de prevenção de incêndios e medidas afins.
8. A oficina deverá responsabilizar-se por quaisquer subtracções, desvios ou furtos de acessórios das viaturas por entregues para reparação ou manutenção.
9. Posuir seguro para as instalações contra riscos de que possam resultar danos às viaturas das Nações Unidas, será uma mais valia.

### **Os serviços que se pretendem são os seguintes:**

**3.1 Manutenção Técnica Preventiva** (De acordo ao sistema de manutenção adoptado pela agência ou recomendado pela oficina desde que seja tecnicamente correcto e economicamente viável para ser aceite pela agência)

- ❖ Lavagem simples (Apenas o exterior da viatura)
- ❖ Lavagem completa (O exterior, compartimento do motor e habitáculo)
- ❖ Verificação dos níveis dos fluidos, correcção e troca de acordo sempre que necessário
- ❖ Limpeza do filtro de ar ou substituição sempre que necessário
- ❖ Substituição dos filtros de óleo do motor e de gasóleo, velas e demais acessórios
- ❖ Verificação do estado e tensão das correias
- ❖ Lubrificação
- ❖ Verificação do estado dos travões, amortecedores e sinoblocos e afinação e ou substituição dos componentes sempre que necessário
- ❖ Revisão eléctrica incluindo o sistema de ar condicionado
- ❖ Alinhamento de direcção, calibragem de rodas e reparação de pneus
- ❖ Verificação dos rolamentos das rodas, cruzetas da transmissão, terminais de direcção e outros componentes mecânicos

### **3.2 Reparções Imprevistas**

- ❖ Reparções do motor e dos componentes a ele agregados nomeadamente: bomba injectora, injectores e sistema de alimentação em geral
- ❖ reparações da caixa de velocidades, da caixa de transferência e do sistema de tracção, incluindo os diferenciais, transmissão e embraiagem

- ❖ Reparação do sistema de direcção
- ❖ Reparação do sistema de travões
- ❖ Reparação do sistema eléctrico e de ar condicionado
- ❖ Reparação da carroçaria e chassis

9. A oficina deverá ser uma referência no mercado pela alta qualidade dos serviços prestados e pelos preços praticados.

A oficina deverá possuir os recursos necessários à execução eficiente e rápida dos serviços requisitados e sempre que solicitada, em questões de urgência, deverá estar disponível a prestar todo o apoio às Agências.

10. A oficina deverá garantir a aplicação de peças de origem.

11. A oficina deve conceder um período razoável de garantia às peças substituídas ou reparadas.

12. Após a conclusão do trabalho, a oficina deverá apresentar uma factura detalhada discriminando os serviços efectuados, bem como as peças que eventualmente tenham sido substituídas.

13. A gerência da oficina deverá adoptar o sistema de manutenção usado pelas Agências, podendo entretanto aconselhar outras variantes tecnicamente correctas e economicamente viáveis.

**14.** A oficina deverá sempre que solicitada, fornecer informações às Agências sobre os tipos de serviços efectuados às viaturas.

**15.** A forma de pagamento adoptada pelo sistema das Nações Unidas para a prestação de serviços, obedece ao principio de que os pagamentos sejam processados apenas após a entrega ao cliente da viatura assistida e confirmação por parte desta da qualidade do serviço prestado. Assim sendo, as partes deverão estabelecer um prazo razoável para a efectivação dos pagamentos.

**16.** Para cada serviço será emitida uma ordem de compra (Purchase Order) ou solicitação de serviço com base na tabela de preços em vigor e previamente acordada. Poderão ser feitas outras intervenções desde que comunicadas e aceites pela Agência solicitante.

