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INVITATION TO BID

THE PROVISION OF AIR TRANSPORT SERVICES IN SOMALIA

ITB No.: UNDP/SOM/ITB/2020/05/IP

Project: Inclusive Politics Portfolio

Location: Somalia

Issued on: December 14 2020

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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
- 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: Bid Security Form

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.so@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the “**Accept Invitation**” function in eTendering 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

Approved by:

Name: Mary Okello
Title: Procurement Associate
Date: **December 14, 2020**

Name: Benard Cheruiyot
Title: Head of Procurement a.i.
Date: **December 14, 2020**

SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS	
1. Introduction	<p>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</p> <p>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.</p> <p>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.</p> <p>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.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>1.5 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</p> <p>1.6 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.</p> <p>1.7 In pursuance of this policy, UNDP:</p> <p style="padding-left: 20px;">(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;</p> <p style="padding-left: 20px;">(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 vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>1.8 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>1.9 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>1.10 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees</p>

	meet the eligibility requirements as established by UNDP.
4. Conflict of Interests	<p>1.11 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>1.12 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>1.13 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. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>1.14 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>1.15 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>1.16 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>1.17 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>1.18 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>

<p>8. Documents Comprising the Bid</p>	<p>1.19 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.
<p>9. Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>1.20 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>
<p>10. Technical Bid Format and Content</p>	<p>1.21 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>1.22 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. Not applicable</p> <p>1.23 When applicable and required as per Section 5, the Bidder shall describe 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. Not applicable</p> <p>1.24 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. Not applicable</p>
<p>11. Price Schedule</p>	<p>1.25 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>1.26 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>
<p>12. Bid Security</p>	<p>1.27 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>1.28 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>1.29 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>1.30 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>1.31 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails:

	<ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. 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.
<p>13. Currencies</p>	<p>1.32 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> <ul style="list-style-type: none"> a) 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 b) 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.
<p>14. Joint Venture, Consortium or Association</p>	<p>1.33 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>1.34 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>1.35 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>1.36 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>1.37 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>1.38 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>1.39 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not</p>

	be available within one firm.
15. Only One Bid	<p>1.40 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>1.41 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or 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>1.42 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>1.43 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>1.44 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>1.45 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>1.46 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>1.47 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>1.48 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>1.49 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>1.50 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 available to all</p>

	<p>prospective bidders.</p> <p>1.51 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>1.52 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>1.53 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
21. Pre-Bid Conference	<p>1.54 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>
22. Submission	<p>1.55 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>1.56 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>1.57 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>1.58 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>

<p>Email and eTendering submissions</p>	<p>1.59 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; 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>1.60 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-notice/resources/</p>
<p>23. Deadline for Submission of Bids and Late Bids</p>	<p>1.61 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>1.62 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
<p>24. Withdrawal, Substitution, and Modification of Bids</p>	<p>1.63 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>1.64 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>1.65 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>1.66 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>
<p>25. Bid Opening</p>	<p>1.67 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>1.68 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>1.69 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<p>C. EVALUATION OF BIDS</p>	
<p>26. Confidentiality</p>	<p>1.70 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</p>

	<p>of the contract award.</p> <p>1.71 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>1.72 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>1.73 Evaluation of Bids shall be undertaken in the following steps:</p> <ol 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) d) Evaluation of Technical Bids e) 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>1.74 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>1.75 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>1.76 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol 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; 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>1.77 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>1.78 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</p>

	<p>be limited to, all or any combination of the following:</p> <ol 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.
<p>32. Clarification of Bids</p>	<p>1.79 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>1.80 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>1.81 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>
<p>33. Responsiveness of Bid</p>	<p>1.82 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 omission.</p> <p>1.83 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>
<p>34. Nonconformities, Repairable Errors and Omissions</p>	<p>1.84 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>1.85 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>1.86 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ol 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;

	<p>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</p> <p>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> <p>1.87 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
D. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	1.88 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.
36. Award Criteria	<p>1.89 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidders found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and have offered the lowest price.</p> <p>1.90 The award will be made to more than one bidder. The lowest technically responsive on condition that they are the most responsive bidders</p>
37. Debriefing	1.91 In the event that a Bidder is unsuccessful, the Bidder may request for a 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	1.92 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	1.93 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	1.94 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	1.95 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	1.96 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

	<p>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</p> <p>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</p>
43. Liquidated Damages	<p>1.97 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.</p>
44. Payment Provisions	<p>1.98 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 effected by bank transfer in the currency of the contract.</p>
45. Vendor Protest	<p>1.99 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:</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>1.100 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>1.101 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>1.102 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</p> <p>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)	<p>Allowed [one or more Lots]</p> <p>The bidders can submit Offers for 1 or more of these LOTs.</p> <p>Submission for partial requirements of specific LOT is not allowed. The bidders can only apply for the entire LOT.</p>
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will not be conducted
5	16	Bid Validity Period	120 days
6	13	Bid Security	<p>Required in the amount of USD 10,000_</p> <p>(Should be valid for a period of 150 days from the initial date of deadline).</p> <p>Note: if the Bid security is not valid for 150 days, the bid will not be considered for further evaluation.</p> <p>Note: Bids without bid security will not be accepted and will not be included in the evaluation process.</p> <p>- A copy of the Bid security will be uploaded in the eTendering submission. The UNDP will verify the Bid security with the respective banks.</p> <p>Acceptable Form of Bid Security: Bank Guarantee (See Section 6, Form G for template)</p> <p><input checked="" type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check</p>
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 5% up to a total of 10% of total contract amount, after which UNDP may terminate the contract.
9	40	Performance Security	Not Required

10	12	Currency of Bid	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	5 working days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Mary Okello Address: UNDP Somalia support office in Nairobi E-mail address: procurement.so@undp.org Note: <i>This email address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.</i></p> <p>Only requests for clarifications should be sent to this email address. Bids submitted to this email address will be disqualified. Bids must be submitted through e-Tendering only as provided in BDS No.15 below.</p> <p>Any delay in UNDPs response shall not be used as a reason for extending the submission deadline, unless UNDP determines that such an extension is necessary and communicates a new submission deadline in writing to Bidder</p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>Posted directly to e-Tendering https://etendering.partneragencies.org; Proposers are advised to frequently check the above-mentioned website for any addenda/clarifications that may be posted.</p>
14	23	Deadline for Submission	<p>Date and Time: January 04, 2020, 07:00H EST/EDT (New York) time zone; (14 .00H Somali time) As indicated in e-Tendering system. Note that system time Zone is in EST/EDT (New York) time Zone. Note: Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issues submitting your bid at the last minute, UNDP may not be able to provide any assistance.</p>
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering
15	22	Bid Submission Address	<p>Submission for bids: https://etendering.partneragencies.org Business Unit: SOM10 Event ID: ITB2020-05</p>
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> • Only electronic submission in the e-tendering module. • Format: PDF files only

			<ul style="list-style-type: none"> ▪ 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: 10 MB ▪ Mandatory subject of email: UNDP SOM ITB 2020 05 IP- Provision of Air Transport Services <ul style="list-style-type: none"> • Bid security should be uploaded in the etendering system. • Digital certification/signature: Signed and stamped copy. • Time zone to be recognized: EST/EDT (New York) time zone <p>Bidders are encouraged to check the attachment formats prior to submission as UNDP will not be responsible if attachments are in other formats that cannot be opened without additional software.</p>
17	25	Date, time and venue for the opening of bid	This is an eTendering submission only. Bidders will receive an automatic notification once their bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bids
19		Expected date for commencement of Contract	<i>January 21, 2021</i>
20		Maximum expected duration of contract	12 Calendar Months
21	35	UNDP will award the contract to:	One Bidder or more than one Bidder depending upon the technically qualification and offering the lowest price for each lot.
22	39	Type of Contract	Contract for Goods and/or Services to UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	

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:

*Only complete Bids will be passed for eligibility and qualification check.

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 (Mandatory)	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility (Mandatory)	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 (Mandatory)	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy (Mandatory)	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 (Mandatory)	<ul style="list-style-type: none"> ▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Local government permit: Valid certificate of registration as a company by the relevant Government of the country of origin of the Airline. ▪ Tax Registration/payment certificate. ▪ BSP/IATA Airline accreditation ▪ Valid Air Operating certificate for Somalia which is rendered valid and there is no open Significant Safety Concerns (SSC) issued by the International Civil Aviation Organisation (ICAO) to a State of Operator in any of the following areas: Licensing and/or Operations and/or Airworthiness, as identified by through its Universal Safety Oversight Audit Programme (USOAP) (to be checked and clarified by UNDP if necessary ▪ Foreign Operating Certificate (FOC) (to be checked and clarified by UNDP if necessary. ▪ If Applicable, Bidder shall provide a copy of all related aircraft lease agreements. ▪ If Applicable, Bidders shall provide a copy of the aircraft Certificate of Registration for each aircraft offered to UNDP. 	Form B: Bidder Information Form +

	<ul style="list-style-type: none"> ▪ Bidders shall provide a copy of the Certificate of Airworthiness for each aircraft offered to UNDP consistent with ICAO requirements. ▪ If applicable, Bidder shall provide a copy of the Airworthiness Review Certificate for each aircraft 	
QUALIFICATION		
History of Non-Performing Contracts¹	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 <i>(Mandatory)</i>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience <i>(Mandatory)</i>	Minimum 3 years of relevant experience.	Form D: Qualification Form
	Minimum 3 contracts in air transportation of similar value; implemented over the last 5 years. <i>(For JV/ Consortium/ Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing <i>(Mandatory)</i>	Minimum average annual turnover of USD 500,000 for the Financial Years 2017, 2018 and 2019. With Current Ratio of not less than 1.0 for each year.	Form D: Qualification Form
	Provide Audited Financial Statement (Income Statement and Balance Sheet) by a certified public accountant for the financial years 2017, 2018 and 2019 or financial statements prepared by the company's accountant and authorized by the company's director if Bidder is not a corporation. <i>(For JV/ Consortium/ Association, all Parties cumulatively should meet requirement).</i>	
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.	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 in the bid.	Form E: Technical Bid Form
Financial Evaluation	<ul style="list-style-type: none"> - Detailed analysis of the price schedule based on requirements listed in the Terms of Reference and quoted for by the Bidders in form F. - Award to the lowest priced technically response and qualified bidders. 	Form F: Price Schedule Form
Proposed Staff	The requirement for key personnel are stated in the Term of Reference.	Format for CV of Proposed Key Personnel

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

SECTION 5A: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

1 - See Annex 1 – Terms of Reference

2 – TECHNICAL REQUIREMENTS

Requirements	Is Bid compliant? (Bidder to Complete)	Reason for compliance or non-compliance (Bidder to Complete)
Aircraft, Ground Handling and ticketing and communication equipment		
List of aircraft(s) and equipment per aircraft offered to UNDP. The list must meet requirements of air transport regulations designated by ICAO and approval of the local Civil Aviation		
Aircrafts: <ul style="list-style-type: none"> • Should not exceed 20 years since date of manufacture. • Must be licensed to transport passengers and light cargo to required destinations. • Demonstrate operational, passenger and cargo safety. • Must be clean, dry, free of debris, rodents and residual odours. • Walls, ceilings and floors to be free of loose paint shavings and rust particles. 		
Ground handling equipment		
e-ticketing equipment and satellite communication equipment.		
Insurances required in the Performance of the Contract		
<ul style="list-style-type: none"> • Medical, medivac and casevac insurance for its staff • Worker’s compensation insurance or the applicable equivalent • Comprehensive third-party general aviation liability insurance as per the TOR. • War risk liability insurance, as per the TOR. • All risk hull insurance as per the TOR.; • Hull war risks and allied perils insurance or its current equivalent as per the TOR. 		
Suitability of internal technical		
Operating, safety and quality management systems manuals		

Requirements		Is Bid compliant? (Bidder to Complete)	Reason for compliance or non- compliance (Bidder to Complete)
and quality assurance review mechanisms	Company's Emergency Response Plan (ERP).		
	Copy of company's Emergency Transmitter Locater (ELT) oversight and maintenance process		
Team Composition (Flight Crew)- As per the ToR.	Project Manager/Team Leader		
	Pilot		
	Flight Engineer		
	Cabin Crew Attendants		
	Senior Travel Consultant		

ANNEX 1 - TERMS OF REFERENCE FOR AIR TRANSPORT SERVICES FOR THE UNDP SOMALIA

A. Background Information

In line with the Somalia national development plan, the United Nations Development Programme in Somalia (UNDP) is supporting Federal Government of Somalia (FGS) with different programme and projects for implementation of Pillar 1: Inclusive and Accountable Politics and Reconciliation. As part of UNDP's support to the FGS UNDP invites qualified companies to submit an offer for provision of passenger and light cargo air transport services to various destinations in Somalia as described in these terms of Reference.

B. Specific Objectives

The Overall objective is to provide safe passenger and light cargo air transport to assigned destinations as and when required to enhance operational capacity especially in remote areas to ensure timely delivery.

C. Scope of Work

The successful contractor shall provide expert international travel products and services to travellers authorized by the UNDP in accordance with UN policies, procedures and guidelines. Services shall be provided from 8.00 am to 7.00 pm during working days. Additionally, the Contractor shall also provide a 24-hour emergency service including on weekends and official holidays where emergency travel service is required, and one Contractor employee shall always be reachable on phone. The contact phone number will be given on an answering machine.

Much of the official travel will be organized on short notice, thereby placing a premium on efficiency and rapid communication in handling all travel related matters. The official travel requirements shall be accorded the highest priority and, hence, the Contractor shall ensure that servicing private travel does not delay, impede or frustrate the Airline timely and effective processing of the UNDP official travel. Charter flight services required by UNDP may involve operation into hostile areas or airfields where there is little or no ground support thus, Bidder must demonstrate availability of equipment and supplies for ground handling and management of aircraft operations.

The products and services required by UNDP includes, but need not be limited to, the following:

1. Ticket Issuance Procedure

- a) Based on the need and requirement of CO and various projects, UNDP Somalia designated travel focal person will send a request for quotation, to provide the quote within 3 hours (during the period of official working hours), however more time should be given if the assignment is a complex one, or there is no urgency.
- b) The Contractor is required to provide their best quotes, in line with the request, along with breakup of various heads (i.e ticket price, offered discount and service fee as per agreed quote and signed LTA);
- c) Upon acceptance of the ticket, UNDP travel focal person will notify this to the Airline, and the airline shall promptly send the detailed electronic itineraries to focal person, and focal person issue the Travel Authorization/ Purchase Order indicating the maximum entitlement (mode and class) permitted to travel agent; Airline shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in Hard/printed and or electronic formats) showing the accurate status of the airline on all segments of the journey; and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight. When necessary, tickets and billings shall be modified or issued to reflect these changes;
- d) Airline shall accurately advise the UNDP of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings
- e) Airline ensure that all travellers have complete travel documents required for their journeys, sufficiently before departure;
- f) Air tickets shall be issued only on approved ticket stock of the International Air Transportation Association ("IATA") or tickets stock of recognized, reputable airlines as approved by the UN;

- g) Airline shall be given complete copies of the various UNDP travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all official Travel;
- h) Airline shall provide an information service to notify the UNDP and the traveller of such events as airport closings, cancelled or delayed flights, trains, buses voyages and strike situations as well as of local political or safety conditions which may affect travel to any particular destination;
- i) The Airline shall provide all official travellers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the Airline can offer these services. The Airline is expected to expand these services, as they become available on additional carriers.

Other information:

- ❖ Reservations shall be made on Telephone and confirmed via email.
- ❖ Tickets shall be issued upon issuance of a Purchase Order
- ❖ Primary method for ticket delivery: Electronic Ticket via email and on site.

2. Other Products and Services as may be requested.

The Airline shall offer other travel services and where applicable, at competitive prices including, but not limited to, the following:

- PTAs (Prepaid Ticket advice) /MCOs (miscellaneous charges order)
- Lost Ticket/Travel Documents
- Preferred Seating Arrangements/Upgrades
- Privileged Check-In Services/Use of Airline Lounge Facilities
- VIP Services
- Excess Baggage/Lost Baggage
- Ground Transportation/Car Rental
- Travel Insurance
- Emergency Services, e.g., sickness, injury, country evacuation, etc.
- Airport Assistance
- Management Reporting System
- Daily/Weekly/Monthly production statistics
- Monthly Carrier-Route-Fare Analysis
- Complaint Analysis

2	Dinsoor			-	-			-	-	-	-	-	-
3	Burhakabo			-	-			-	-	-	-	-	-
4	Berdaale			-	-			-	-	-	-	-	-
5	Qansaxdheere			-	-			-	-	-	-	-	-
6	Tiyeeglow			-	-			-	-	-	-	-	-
7	Yeed			-	-			-	-	-	-	-	-
8	Waajid			-	-			-	-	-	-	-	-
9	Xudue			-	-			-	-	-	-	-	-
10	El-Barde			-	-			-	-	-	-	-	-
11	Afgooye			-	-			-	-	-	-	-	-
12	Marca			-	-			-	-	-	-	-	-
13	Awdhegle			-	-			-	-	-	-	-	-
14	Barawe			-	-			-	-	-	-	-	-
15	Kurtunwarey			-	-			-	-	-	-	-	-
16	Qoriyoley			-	-			-	-	-	-	-	-
17	Sablaale			-	-			-	-	-	-	-	-
18	Walaweyn			-	-			-	-	-	-	-	-

Hirshabelle

1	Beledweyne			-	-	-	-			-	-	-	-
2	Buuloburde			-	-	-	-			-	-	-	-
3	Jalalaqsi			-	-	-	-			-	-	-	-
4	Mahas			-	-	-	-			-	-	-	-
5	Halgan			-	-	-	-			-	-	-	-
6	matabaan			-	-	-	-			-	-	-	-
7	Adale			-	-	-	-			-	-	-	-
8	Adan Yabaal			-	-	-	-			-	-	-	-
9	Balcad			-	-	-	-			-	-	-	-
10	Jowhar			-	-	-	-			-	-	-	-

Galmudug

1	Dhusamareb			-	-	-	-	-	-	-	-	-	-	-
2	Adaado			-	-	-	-	-	-	-	-	-	-	-
3	Galkacyo			-	-	-	-	-	-	-	-	-	-	-
4	Abudwak			-	-	-	-	-	-	-	-	-	-	-
5	Guuel			-	-	-	-	-	-	-	-	-	-	-
6	Hobyo			-	-	-	-	-	-	-	-	-	-	-
7	Ceeldhere			-	-	-	-	-	-	-	-	-	-	-
8	El Buur			-	-	-	-	-	-	-	-	-	-	-

Puntland

1	Garowe			-	-	-	-	-	-	-	-	-	-	-
2	Boosaso			-	-	-	-	-	-	-	-	-	-	-
3	Qardho			-	-	-	-	-	-	-	-	-	-	-
4	Badhan			-	-	-	-	-	-	-	-	-	-	-
5	Buuhoodle			-	-	-	-	-	-	-	-	-	-	-
6	Galdogob			-	-	-	-	-	-	-	-	-	-	-
7	las Anod			-	-	-	-	-	-	-	-	-	-	-

Lot-2 Cargo:

From		Mogadishu				Kismaayo				Baidoa				Jowhar			
To		(0 - 20) Kg/\$	(20 - 40) Kg/\$	(40 - 60) Kg/\$	(60 - above) Kg/\$	(0 - 20) Kg/\$	(20 - 40) Kg/\$	(40 - 60) Kg/\$	(60 - above) Kg/\$	(0 - 20) Kg/\$	(20 - 40) Kg/\$	(40 - 60) Kg/\$	(60 - above) Kg/\$	(0 - 20) Kg/\$	(20 - 40) Kg/\$	(40 - 60) Kg/\$	(60 - above) Kg/\$
Jubaland																	
1	Kismayo					-	-	-	-	-	-	-	-	-	-	-	-
2	Afmadow									-	-	-	-	-	-	-	-
3	Badhaadhe									-	-	-	-	-	-	-	-
4	Jamaame									-	-	-	-	-	-	-	-

From		Mogadishu				Dhusamareb				Garowe			
To		(0 - 20) Kg/\$	(20 - 40) Kg/\$	(40 - 60) Kg/\$	(60 - above) Kg/\$	(0 - 20) Kg/\$	(20 - 40) Kg/\$	(40 - 60) Kg/\$	(60 -above) Kg/\$	(0 - 20) Kg/\$	(20 - 40) Kg/\$	(40 - 60) Kg/\$	(60 -above) Kg/\$
Galmudug													
1	Dhusamareb					-	-	-	-	-	-	-	-
2	Adaado									-	-	-	-
3	Galkacyo									-	-	-	-
4	Abudwak									-	-	-	-
5	Guiel									-	-	-	-
6	Hobyo									-	-	-	-
7	Ceeldhere									-	-	-	-
8	El Buur									-	-	-	-
Puntland													
1	Garowe					-	-	-	-	-	-	-	-
2	Boosaso					-	-	-	-				
3	Qardho					-	-	-	-				
4	Badhan					-	-	-	-				
5	Buuhoodle					-	-	-	-				
6	Galdogob					-	-	-	-				
7	las Anod					-	-	-	-				

2. Charter Flights

		Charter flight 15 seater	Charter flight 20 seater	Charter flight 30 seater	Charter flight 50 seater	Charter flight 120 seater			Charter flight 15-seater	Charter flight 20 seater	Charter flight 30 seater	Charter flight 50 seater	Charter flight 120 seater	
From	To		Jubaland				From	To		Jubaland				
Mogadishu	Kismayo						Kismaayo							
	Afmadow							Afmadow						
	Badhaadhe							Badhaadhe						
	Jamaame							Jamaame						
	Xagar							Xagar						
	Bu'aale							Bu'aale						
	Jilib							Jilib						
	Saakow							Saakow						
	Salagle							Salagle						
	El Wak							El Wak						
	Bardhere							Bardhere						
	Belet Hawo							Belet Hawo						
	Doolow							Doolow						
	Garbahaarey							Garbahaarey						
	Luuq							Luuq						
Buurdhubo						Buurdhubo								
Southwest						Southwest								
Mogadishu	Baidoa						Baidoa	Baidoa						

Dinsoor					
Burhakabo					
Berdaale					
Qansaxdheere					
Tiyeeglow					
Yeed					
Waajid					
Xudue					
El-Barde					
Afgooye					
Marca					
Awdhegle					
Barawe					
Kurtunwarey					
Qoriyoley					
Sablaale					
Walaweyn					

Dinsoor					
Burhakabo					
Berdaale					
Qansaxdheere					
Tiyeeglow					
Yeed					
Waajid					
Xudue					
El-Barde					
Afgooye					
Marca					
Awdhegle					
Barawe					
Kurtunwarey					
Qoriyoley					
Sablaale					
Walaweyn					

Hirshabeele					
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Hirshabeele					
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Mogadishu	Beledweyne				
	Buuloburde				
	Jalalaqsi				
	Mahas				
	Halgan				

Jowhar	Beledweyne				
	Buuloburde				
	Jalalaqsi				
	Mahas				
	Halgan				

	Matabaan							Matabaan						
	Adale							Adale						
	Adan Yabaal							Adan Yabaal						
	Balcad							Balcad						
	Jowhar													
Galmudug							Galmudug							
Mogadishu	Dhusomareb						Dhusomareb							
	Adaado							Adaado						
	Galkacyo							Galkacyo						
	Abudwak							Abudwak						
	Guïel							Guïel						
	Hobyó							Hobyó						
	Ceeldhere							Ceeldhere						
	El Buur							El Buur						
Puntland							Puntland							
Mogadishu	Garowe						Garowe	Garowe						
	Boosaso							Boosaso						
	Qardho							Qardho						
	Badhan							Badhan						
	Buuhoodle							Buuhoodle						
	Galdogob							Galdogob						
	las Anod							las Anod						

D. Deliverables and Schedules/Expected Outputs

The following are the key Deliverables for the assignment:

1. Issuance of itineraries and tickets in a timely, efficient and effective manner
2. Provision of efficient high-quality passenger air travel s and light cargo transport services
3. Monthly and quarterly reports as described in the Terms of Reference.

E. Performance Standards and Service Level Guarantees

Product/ Service	Performance Attribute	Definition	Standard/Service Level
Airline Reservation	Agency Accuracy	Ability to perform task completely and without error	<u>Zero-Error</u> in passenger records/airline bookings, fare computation and routing
	Speed and Efficiency	Ability to deliver product or service promptly and with the minimum use of resources.	<ol style="list-style-type: none"> a. For confirmed bookings via itinerary <u>within two hours</u> from time of request b. For wait-listed bookings via regular updates <u>every day</u>
Airline Tickets	Agent Accuracy	Ability to perform task completely and without error	<u>Zero-Error</u> in the printed ticket/itinerary and in delivery to traveller
	Timeliness of Delivery	Ability to delivery product or service on or before promised date	<u>1 working day</u> before departure
Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/nationalities	<u>Zero-incident</u> of complaints/ aborted travel due to incomplete travel documents.
Billing	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error</u> or no discrepancy between invoices and attachments

Product/ Service	Performance Attribute	Definition	Standard/Service Level
	Clarity	Ability to generate bills that are transparent or easy to understand	<u>Zero>Returns</u> for clarification/explanation
Rates/Pricing	Fairness of price	Reasonable charges for services offered	At same or rates lower than market standards
	Company concern about fares	Ability to quote competitive fares	At same or at levels lower than airline preferred fares. Guarantee that one quotation is the lowest obtainable fare.
	Good value indicated by price	Competitiveness of fares quoted vs. restrictions or lack/absence thereof.	At same or terms better than quoted by airlines.
	Willingness to assist UN negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent UN in dealings with airlines.	Obtain competitive rates in the market
Service Quality	Accessibility	Ability to access or approach travel agency	Telephone : 3 rings Emergency : 24 hours E-mail : available Website : available
	Responsiveness	Willingness to learn needs or preferences of client and implement improvements	Regular coordination with UNDP
		Willingness to go out of ones' way to help the traveller	No. of personal travels booked with Airline
Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	Timeliness: two days Manner of Resolution: Satisfactory score
	Complaint Handling	Ability to resolve complaints	
Travel Consultants	Competence	Knowledge of destinations Knowledge of airline practices, fare levels and shortest routes and	Proficiency rating of not less than 75%.

Product/ Service	Performance Attribute	Definition	Standard/Service Level
		connections Knowledge of UN policies	
Communication	Awareness Level of Travelers Travel Agency Products and Services	Services and policies are communicated to travelers Travelers are well informed about matters concerning them.	Frequency of communications: monthly
Office Premises and Hours of Service	Readiness to do business	Sufficient manpower to commence business at the start of office hours; provision of skeletal workforce to answer calls during breaks.	<u>Zero complaints</u> that no one was around to answer calls.

F. GOVERNANCE AND ACCOUNTABILITY

Reporting

1. The Contractor will work under the direct supervision of the Project assigned focal point and will work in close collaboration with the UNDP Travel Associate. The Contractor shall designate a focal point, preferably the Team Leader for communication with project focal point and Travel Unit. The Contractor's focal point shall ensure that the contract is performed in an efficient and effective manner consistent with the Terms of Reference.

The Contractor shall organize/coordinate quarterly review meetings with UNDP to discuss issues of mutual concern and ensure that UNDP's concerns (if any) are addressed in a timely, efficient and effective manner. The Contractor shall make the UNDP aware immediately of major industry changes which have a broad impact on its travel policy or procedures.

2. The Contractor shall submit management information reports consisting, at a minimum, of the following:
 - a) Monthly and quarterly statistics report in a consolidated format (to be agreed with the Contractor) with comparative figures (month-to-month or quarter-to-quarter) including volume, numbers and cost in US Dollar.
 - b) A concise quarterly narrative (not more than one page) of the Airline's activities, which shall be submitted to the UNDP within 15 calendar days after the end of the quarter. This report should identify problems, if any, and recommend solutions/suggestions to enhance service provision.

Any performance related issue raised during the month will be shared with UNDP Project Manager for further discussion with the contractor.

3. **Financial Services**

- a) **Billing:** The Contractor shall submit a statement of account (SoA) or invoice for all travel requests on a monthly basis supported by copies of the Travel Authorization or Purchase Order. For each transaction, the SoA shall reflect, the name of the UNDP traveller, date of travel, invoice number, destination, and currency in which all costs were incurred by UNDP.
- b) **Ticket Transaction Report:** The Contractor shall submit a monthly ticket transaction report (including discounts offered) by means of original invoices,
- c) **Discounts:** The Contractor shall give a discount of all full fare tickets issued to UNDP and shall include in its bid the proposed discounts for the domestic travel.
- d) **Reconciliation of Accounts:** The Contractor shall cooperate with the UNDP in reconciling transportation billings charged to UNDP's account with the respective travel records. In this connection, the Airline is expected to furnish the UNDP with the necessary documentation.
- e) **Guarantee of Lowest Fares:** The Contractor shall guarantee lowest fares within our policy guidelines. The Airline shall negotiate the lowest available published airfares.

4. Responsibility for Contractor Staff

- a) Sole responsibility for all logistical, administrative and maintenance support necessary to its personnel for the duration of the contract with no responsibility whatsoever on the part of the UNDP. This shall include:
 - i. Welfare (duty of care) of its staff including payment of salaries and medical and CASEVAC insurance for its staff;
 - ii. Arrangements for logistics across all aspects of the assignment including flights into Somalia (if applicable) and local transport for its operations, accommodation and visa requirements;
 - iii. Security for all its personnel and assets. Neither the UNDP nor its national partners shall provide security facilities or be liable for any individual and material damage;
 - iv. If required by national law, the crew must be appropriately licensed to perform services required for the assigned travel to the final destination.
- b) Ensure adequate communication between the Contractor and UNDP.

5. UNDP Responsibility

- a) Perform inspection of services, including verification of fares, rates, etc
- b) Monitoring of Contractor's performance and quality assurance. UNDP will undertake review of Contractor's performance which will include review of quality of deliverables and a structured performance review of the Contractor at the end of the Contract which shall also include feedback from various stakeholders;
- c) Should the Contractor encounter any difficulties from UNDP staff or implementing partner that impede performance of contract, it should notify UNDP immediately.

G. EXPECTED DURATION OF THE CONTRACT/ASSIGNMENT

12 Calendar Months.

H. DUTY STATION

Mogadishu – Somalia, travel expected through-out Somalia.

I. Minimum Qualifications of The Successful Service Provider

Organisational Qualifications

Bidders shall provide a company history of air transportation services offered that includes international air transportation experience, area(s) of service, type of operation and other relevant information UNDP should know about flight services offered. The selected contractor will have the following qualifications;

1. Must have provided services in international air transport services similar to those required by UNDP for at least three continuous years immediately prior to submission of their bid in response to this tender.
2. **Air Operator Certificate (AOC) and Associated Operations Specifications (OpsSpecs):** Bidders must demonstrate ability to comply with the requirements of UNDP and have sufficient financial resources to conduct safe operations (Chicago Convention, Article 6). They must possess a valid Air Operator Certificate (AOC) authorizing them to conduct the type of operations in the designated region (Somalia) with the required type of aircraft (s) they intend to offer for the proposed contract. Further, the AOC holder (Contractor) must be able to demonstrate that it has sole operational control of the offered aircraft and all crew members. When the certificate and the associated specification, authorizations, conditions and limitations are issued by the State of the Operator in a language other than English, an official and certified English translation must be submitted. Bidder must provide Operations Specifications that identify the Civil Aviation Authority (CAA) office issuing the AOC, the name of the operator, the date of issuance and the signature of the CAA official responsible for its issuance and show the make, model and series, or master series, of the aircraft, the type of operation and the geographical areas in which operations are authorized. The OpsSpecs shall cover all aspects of the operation and include special limitations and authorizations with criteria as appropriate.
3. The successful service provided shall be responsible for the continued compliance with the conditions of Civil Aviation Authority (CAA) certification, and other applicable United Nations aviation requirements. It is the sole responsibility of the air operator (Contractor) to inform UNDP about any changes in its organisation, structure or operations.
4. No aircraft offered should be older than 20 years. In exceptional cases aircraft older than 20 years might be considered. Further the air operator shall submit evidence that the aircraft is airworthy and in compliance with all other applicable requirements, bulletins and airworthiness directives regarding aging aircraft issued by the aircraft manufacturer and the State of registry. Non-compliance with this criteria and other applicable United Nations aviation requirements will lead to disqualification of Bidders and cancellation of a previously issued contract.
5. **Approved Maintenance Organisation(s):** Bidder shall provide a certified true copy of the maintenance organization approval issued by the State Registry. If the Bidder does not maintain its own maintenance organisation, they will provide copies of all legal agreements with all approved maintenance organization.

6. **Safety Management System:** Bidders shall:
 - Provide a Safety Record for the last three (5) years of operation, or entire period of being in business, but not less than two (2) years, to include accident rate per 10,000 hrs and brief description of occurrences.
 - Provide the approved Safety Management System (SMS) according to ICAO standards including the maintenance organization and/or department.
 - Provide a copy the company Safety Policy and Safety Goals of the current year.
 - Provide a copy of the last Meeting Minutes of the last Safety Committee meeting or equivalent as per company SMS to include action plans. If applicable, provide the company's Flight Data Analysis Programme for fixed wing aircraft, as part of the accident prevention and flight safety programme (for operations of an airplane of a maximum certificated take-off mass in excess of 20.000 kg and 19 passenger seats), provide a contract or other explicit agreement if the operation of a flight data analysis programme is performed by another party.
 - Provide a copy of the company risk register.
7. **Emergency Response Plan (ERP)** The Bidder shall provide a copy of the company Emergency Response Plan (ERP).
8. **Emergency Transmitter Locator (ELT) Operation Process:** Bidder shall Provide a copy of the company Emergency Transmitter Locator (ELT) oversight and maintenance process. The process shall include as a minimum technical, operational and maintenance procedures and managerial oversight of the process and procedures ensuring operational reliability and serviceability of ELT.
9. **Minimum Equipment List (MEL):** Bidders shall provide per aircraft offered to the UNDP its respective Minimum Equipment List (MEL), approved by the applicable Civil Aviation Authority.
10. **Training:** Bidder shall:
 - provide details of the company's training program approved by national Civil Aviation Authority for all crew positions, including instructor pilots and check airmen.
 - The Bidder shall provide the agenda and syllabus of the Company Induction Training course.
 - provide details of the company's aeronautical English training and checking process.
 - The company must ensure that all applicable personnel demonstrate proficiency to the level 4 of the ICAO language proficiency requirement.
11. **Insurance Policies:** Bidder shall:
 - a) obtain, provide and maintain for the term from an insurance carrier acceptable to the United Nations, comprehensive insurance coverage to cover all of the air operator's liabilities. The air operators shall provide a copy of all the insurance policies listed below which will be required in the United Nations standard aircraft charter agreement:
 - Comprehensive third-party general aviation liability insurance, including passenger legal liability, sufficient to cover all persons and all cargo authorized by the United Nations to be transported on the aircraft, optional and replacement aircraft and protecting the United Nations and the air operator against claims for bodily injury or death and property damage up to a minimum combined single limit of fifty million United States Dollars (US\$50,000,000) per occurrence;

- War risk liability insurance, including third party liability, for a minimum amount of fifty million United States Dollars (US\$50,000,000);
- All risk hull insurance, including flight and not in flight;
- Hull war risks and allied perils insurance or its current equivalent, covering all perils excluded by war, hijacking and other perils; and
- Worker's compensation insurance or the applicable equivalent.

b) The United Nations standard aircraft charter agreement requires that the insurance policies shall:

- Name the United Nations as an additional insured and contain a cross-liability clause for any liability policies;
- Provide territorial limits as "worldwide" except that in respect of hull war risk and war risk liability, the Operator shall be obliged to maintain coverage for the Operations Area;
- Include a waiver of subrogation of the insurer's rights against the United Nations;
- Include an agreement by the insurer(s) that such insurance policies shall be primary, including in respect of any re-insurance, and without any right or obligation of contribution by any insurance policies that may be carried by the United Nations;
- Provide the United Nations with thirty (30) Day's written notice from the insurers prior to any cancellation or change of coverage and assurance; and
- Specify the registration number of each aircraft, optional and replacement aircraft, where applicable.

Qualifications of Key Personnel

The Bidder should come up with a dynamic mix of a highly professional team with relevant skills-sets in their respective areas of expertise. The team shall comprise of one Project Manager/Team Leader who shall be responsible for ensuring that all tasks required to perform the contract are carried out efficiently. Bidders must outline proposed staff skills-set and team structure including leadership commensurate with the scope of services requested in this ITB. Bidders must submit curriculum vitae (CV) of each of the following key personnel proposed for the assignment which must include details of relevant experience of each role demonstrating capability and capacity to perform the contract in the Format provided in Form E of this ITB. Additionally, Bidder must submit the following:

- Proposed aircraft(s) composition of minimum flight crew required as specified per company operations manual but shall not be less than authorized per type certificate of the proposed aircraft. Crew shall be equipped with adequate communication equipment to report progress and possible incidents.
- Company process that demonstrates flight crew member's recency-of experience requirements are satisfied, complying with ICAO standards including cruise relieve pilots, flight engineers and navigators as applicable.
- Submit the company process that demonstrates flight crew scheduling prevents pairing of two inexperienced crew members taking the cockpit gradient into consideration amongst other (Crew Resource Management) CRM factors and ensures flight crew members, prior to being assigned to duty, are qualified and current.
- Provide the company's policy that addresses pilot flight crew member duty assignments or pairings for operations when the flight crew includes at least one pilot that has attained 60 years of age.

No.	Title of Key Personnel	Minimum Educational Qualifications and Experience
1	Project Manager/Team leader	<p>The team leader shall provide operational guidance to the team and will have overall responsibility for the contract. The person will be responsible for the development of implementation schedule, quality assurance, contract management and focal point for communication with UNDP.</p> <p>The person shall have the following qualifications:</p> <ul style="list-style-type: none"> a) A minimum of a Bachelor's degree in Business Administration or equivalent professional qualification in management. A minimum of five years' demonstrated team leadership experience in air transport operations management. Experience in conflict/emergency contexts is an advantage. b) Good communication and interpersonal skills c) Problem solving skills and ability to make decisions for the timely resolution of problems; d) Ability to remain calm under pressure and in emergency situations (e.g. evacuations, war, etc.), maintain operations necessary to support UNDP e) Proficient in spoken and written English
2	Pilot(s)	<p>The person shall be responsible for the operation and safety of the aircraft, passengers/cargo and crew members. This includes, determining the safest routes, analyzing flight plans and weather conditions inspecting operation systems and navigation equipment, and all flight decision once in the air. The person shall have the following qualifications:</p> <ul style="list-style-type: none"> a) A minimum of a Bachelor's degree or equivalent professional qualification. b) An Air Transport Pilot's licence (ATPL) from a reputable flying school with a minimum of 4,000 hours of flight of which 500 hours must be Pilot-in-Command (PIC) on type. c) A minimum of five (5) years' experience in similar position. Experience in conflict/emergency situations is an advantage. d) Good communication and interpersonal skills e) Ability to remain calm under pressure especially in emergency situations such as bad weather, evacuations, war, etc to ensure safety of aircraft, passengers, crew and cargo. f) Good eyesight g) Proficient in spoken and written English.
3	Flight Engineer	<p>The person shall be responsible for ensuring that all components of the aircraft are in proper working condition and to assist the pilot with navigation. The person shall have the following qualifications:</p>

No.	Title of Key Personnel	Minimum Educational Qualifications and Experience
		<ul style="list-style-type: none"> a) A minimum of a bachelor's degree in Mechanical or Electrical Engineering and certification as an aircraft engineer. b) A minimum of three (3) year's continuous practical experience in aircraft maintenance, at least five (5) hours of flight training in the duties of a flight engineer and at least 200 hours of flight time in a transport category aircraft as Pilot-in-Command or a co-pilot performing the functions of Pilot in Command under the supervision of Pilot-in-Command. c) Good communication and interpersonal skills d) Ability to remain calm under pressure especially in emergency situations such as bad weather, evacuations, war, etc to ensure safety of aircraft, passengers, crew and cargo. e) Good eyesight f) Proficient in spoken and written English.
4	Cabin Crew Attendant(s)	<p>Cabin crew attendants shall ensure safety and comfort of passengers. The person(s) will welcome passengers aboard and show them to their seats while giving special attention to the elderly, people with disabilities and VIPs. The person (s) will also ensure that emergency equipment is working and serve meals and refreshment.</p> <p>Cabin crew shall have the following qualifications:</p> <ul style="list-style-type: none"> a) A minimum of a high school diploma or certificate b) Certificate in airline cabin course and/or training in customer service and customer care c) Good communication and interpersonal skills d) Problem solving skills e) Ability to remain calm under pressure and in emergency situations.
5	Travel consultant	<p>The person shall be responsible for handling bookings, travel documentation and providing travel information in response to UNDPs enquiries. The person shall have the following qualifications</p> <ul style="list-style-type: none"> a. A minimum of a high school diploma or certificate b. A certificate in travel and training in customer service/customer care c. A minimum of three (3) years' practical experience in the management of travel services including operating automated reservation and ticketing systems; d. Problem solving skills and adequate authority to make decisions for the timely resolution of problems; e. Ability to remain calm under pressure and in emergency situations and In the case of emergencies (e.g. evacuations, war, etc.), the travel expert shall maintain operations necessary to support UNDP; and

No.	Title of Key Personnel	Minimum Educational Qualifications and Experience
		f. 24 hours a day access of emergency service and necessary delivery of tickets as required by UNDP to the required destinations.

In case of unforeseen circumstances or if one or more of the proposed key personnel fail to perform their duties under the contract, the Contractor will provide alternate personnel with at least similar or higher qualifications and skillsets at the same unit rate. Substitute personnel will be approved by UNDP prior to engagement.

Desired Qualities for all team members:

All staff assigned to the proposed contract must:

- Display professionalism, respect, cultural and gender sensitivity while engaging with implementing partners and UNDP. The UNDP reserves the right to request removal or replacement of contractor’s staff at contractor’s cost if these standards are not observed.
- Achieving gender equality and gender mainstreaming are key principles of the UN System Organizations, thus, UNDP encourages the deployment of staff (male/female) at a balanced ratio based on the requirements defined in the TOR.
- Ability to work in a team and in collaboration with diverse stakeholders.
- All team members must demonstrate flexibility and availability of time to the UNDP focal point to discuss contact requirements.

J. PRICE AND SCHEDULE OF PAYMENTS

UNDP shall issue a fixed-price contract to the recommended service provider.

- i. All payment and invoicing will be handled directly between the Contractor and UNDP focal person.
- ii. The Contractor shall send an itemized official invoice to UNDP travel focal point after the end of each transaction. The invoice must indicate detailed information and include, but not limited to (1) ticket class, (2) itinerary, (3) name of traveller, (4) ticket reference, (5) Price with cost breakdown by fare, tax and service charge;
- iii. Upon receipt of invoice and supporting documents, UNDP travel focal person will initiate the payment request and after certification of payment by the Project Manager.
- iv. Payment will be made within thirty (30) days of UNDP acceptance of finalized reports and deliverable.

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:

Exact Address of Delivery/Installation Location	The Location is: All locations in Somalia
Payment Terms	100% within 30 days upon UNDP's satisfaction of services provided as per the Term of Reference and receipt of invoice
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with ITB requirements

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	<input type="checkbox"/>
▪ Form G: Bid Security	<input type="checkbox"/>
▪ CVs of the listed key personnel: Manager, Pilots, Flight Engineers, Travel Consultants	<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:	UNDP/SOM/ITB/2020/05/IP		

We, the undersigned, offer to supply the related services required for **Provision of Air Transport Services to the United Nations Development Programme (UNDP) Somalia** in accordance with your Invitation to Bid No. **UNDP/SOM/ITB/2020/05/IP** 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 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 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/Scope of works.

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 demonstrate 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:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including brochures and catalogues relevant to the services being procured ▪ Valid Certificate of Incorporation/ Business Registration for Somalia

- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder.
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- Provide Audited Financial Statement (Income Statement and Balance Sheet) by a certified public accountant for the past three years (2017, 2018, 2019) or financial statements prepared by the company's accountant and authorized by the company's director;
- Registration / Membership with IATA
- List and value of similar projects performed over the last five years, plus clients' contact details (name, telephone number, email) who may be contacted for further information on those contracts in table format;
- List and value of on-going projects with client contact details (name, telephone number and email address) and current percentage completion of each on-going contract in table format;
- Statement of satisfactory performance from the top three (3) client's or more in terms of contract value for the past five (5) years;
- A minimum of copies of 3 contracts for Air Transport services of similar scope implemented over the past three years;
- Bid Security
- CVs for the proposed key personnel; (as per the ToR).
- Bidders' list of equipment, aircrafts required to perform the contract.
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country.

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP/SOM/ITB/2020/05/IP		

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 <i>(address, telephone numbers, fax numbers, e-mail address)</i>	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:	UNDP/SOM/ITB/2020/05/IP		

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

History of Non- Performing Contracts

Note: Please indicate the non-performing contracts under cleaning, gardening and facility management services. Tick the appropriate box

<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). Tick the appropriate box

<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

List only those assignments for which the Bidder was legally 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

Financial Standing

Annual Turnover for the last 3 years	Year 2017	USD
	Year 2018	USD
	Year 2019	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<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:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) 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:	UNDP/SOM/ITB/2020/05/IP		

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.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

Goods and services to be Supplied and Technical Specifications	Your response				
	Compliance with technical specifications		Delivery Date <i>(confirm that you comply or indicate your delivery date)</i>	Quality Certificate/Export Licenses, etc. <i>(indicate all that apply and attach)</i>	Comments
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>			

Other Related services and requirements <i>(based on the information provided in Section 5b)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
Warranty on construction and specialist installations			
Local Service Support on specialist installation			
Training on all installation			

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

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 3 years (for the supervisor), 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 (3) references]</i>
	Reference 1: [Insert]
	Reference 2: [Insert]
	Reference 3: [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/Year)

Form F: Price Schedule Form

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

The Bidder is required to prepare the Price Schedule following the below format.

The Price Schedule **must** include a detailed cost breakdown of all goods and related services to be provided. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties to the contract agree to add new deliverables to the contract.

Separate figures must be provided for each functional grouping or category, if any.

Please find attached the Excel sheet for filling in the price schedule, sign, stamp and upload in the e-tendering system.

Any estimates for cost-reimbursable items, such as cost of Electrician, overtime and out-of-pocket expenses, should be listed separately.

Currency of the Bid: United States Dollar (USD)

Price Schedule

Award Criteria:

Evaluation will be based on lowest priced technically responsive offer per Lot.

LOT 1: AIR TICKETING SERVICES

LOT 2: CARGO TRANSPORTATION

LOT 2: CHARTER FLIGHTS

Note:

* Service fee should include all fees bank transfer, exchange rate, etc.

Name of Bidder: _____
Authorised signature: _____
Name of authorised signatory: _____
Functional Title: _____

Form G: BID SECURITY FORM

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

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

WHEREAS *[name and address of Contractor]* (hereinafter called “the Bidder”) has submitted a Bid to UNDP Somalia dated [Click here to enter a date.](#), to execute 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 in the event that the Bidder:

- a) Fails to sign the Contract after UNDP Somalia 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 this 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 Schedule 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

Date

Name of Bank

Address