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**Important Note: In the event of any discrepancy or conflict between Section II-List of Requirements in English and Spanish languages, Section II-List of Requirements in Spanish prevails.**

**Section II: List of Requirements**

eSourcing Reference: ITB/2021/19079

**“CONTRACTING A SPECIALIZED SERVICE TO SUPPORT THE PROCESS OF MARKETING AND SALE OF THE AIRCRAFT BOEING 787-8 VVIP OWNED BY THE GOVERNMENT OF THE UNITED MEXICAN STATES”**

**TERMS OF REFERENCE**

**“CONTRACTING A SPECIALIZED SERVICE TO SUPPORT THE PROCESS OF MARKETING AND SALE OF THE AIRCRAFT BOEING 787-8 VVIP OWNED BY THE GOVERNMENT OF THE UNITED MEXICAN STATES”**

1. **BACKGROUND**

Within the framework of the Specific Collaboration Agreement and its amendments, signed between the United Nations Office for Project Services (UNOPS) and the Government of the United States of Mexico, through the National Bank of Public Works and Services (BANOBRAS), National Credit Society, Development Banking Institution, UNOPS provides technical assistance through the implementation of theSpecialized Technical Assistance Project, which is organized in four phases:

* PHASE I: execution of the previous acts required for the sale of the AIRCRAFT Boeing 787-8 Dreamliner VVIP owned by the Government of the United States of Mexico (hereinafter referred to as the AIRCRAFT);
* PHASE II: procedure for the sale of the AIRCRAFT;
* PHASE III: development of of alternative mechanisms to sell the AIRCRAFT, performance of audit and update the AIRCRAFT’s documentation, and the completion of the necessary actions to put the AIRCRAFT is in suitable conditions for its sale, and;
* PHASE IV: marketing and sale procedure of the AIRCRAFT through a third party specialized in the aerospace executive market, as well as control and maintenance of the AIRCRAFT documentation.

In the activities contained in Phase IV of the *Specialized Technical Assistance Project*, the contracting of the services through a third party specialized in the aerospace executive market is required to carry out a market research, marketing and sale of the AIRCRAFT.

With that said, UNOPS, in accordance with the provisions of section 4. *Strategy, planning and definition of procurement requirements*; 4.3.3.*2 Terms of Reference (TOR),* and 6.3.3 *Invitation to Bid (ITB*), of the UNOPS’ Procurement Manual, will initiate the process for contracting the services described above.

1. **OBJECTIVE OF THE CONTRACT**

Contracting a specialized third party in the commercialization of executive aircraft in the aerospace market at the national or international level (hereinafter referred to as CONTRACTOR) to support UNOPS in the commercialization and disposal process of the Boeing 787-8 Dreamliner AIRCRAFT VVIP series 40695 registration XC-MEX, by carrying out the activities described in paragraph 3 below.

The CONTRACTOR shall not make mention of the UNOPS name or logo for the performance of any of the activities of stages 1 and 2 contracted for the purposes of market research, commercialization or disposal / sale of AIRCRAFT.

1. **SCOPE AND DESCRIPTION OF THE CONTRACT**

The activities to be contracted consist of two (2) stages that include, among others, the following:

**STAGE 1: Market research and commercialization of the AIRCRAFT**

During this stage, the CONTRACTOR will be responsible for carrying out two (2) activities, market research and commercialization of the AIRCRAFT, in order to find and recommend potential buyers with the best conditions for the Mexican Government.

1. **Market Research Activity:**

* Carry out a market research in the aeronautical / executive sector to identify interested parties and potential buyers for the AIRCRAFT.
* Present a report (deliverable # 2 indicated in number 5) that must contain, at least, the following detail:
  + Detail the planning carried out to start the market research.
  + Describe the methodology selected to carry out the market research.
  + Describe the process carried out, step by step, of the market research.
  + Indicate how many and identify potential buyers who were invited and who expressed interest.
  + Describe the results and recommendations of the Market Research activity.

Once the report has been delivered by the CONTRACTOR; UNOPS will review and analyze this report to determine its approval.

1. **Marketing Activity:**

* Perform a marketing process that includes the AIRCRAFT promotion and advertising activities, nationally and internationally, and the identification of viable alternatives for its sale.
* Carry out strategic and tactical advertising of the AIRCRAFT.
* Carry out the preparatory acts for the sale of the AIRCRAFT, through the indicated procedure:
  + Request *Letter of Intention (LOI)* to the possible interested parties. Such LOI must be accompanied by financial, legal and administrative documentation supporting the bid submitted. All documentation requested by CONTRACTOR to the bidder will be reviewed and validated by UNOPS.
* Analyze the LOIs and supporting documentation submitted by the interested parties. In addition, the CONTRACTOR must identify those offers that are financially viable and that have reached the minimum sale price of the AIRCRAFT. The CONTRACTOR must also carry out a due diligence of the interested parties, verifying, among other aspects:
* that it is not included in the United Nations List of Suspended Vendors; 1267 list of companies involved with financing activities related to terrorism; UNOPS suspended providers list; list of non-responsible vendors/providers; list of ineligible firms or individuals, nor in the list of declared ineligible firms and individuals from World Bank (see <http://www.worldbank.org/debarr>);
* Verify that the company interested in the purchase or its partners are or have been involved in legal processes or lawsuits; that the resources for the purchase of the AIRCRAFT come from legal sources (either own resources or financing); that the operations and services provided by the company interested in the purchase are in order and are legal; that it has the respective licenses, permits and certifications to operate in its country of origin or in the countries in which it provides services;
* Verify any necessary information either general, technical, legal, financial, etc. in order to verify and recommend the interested party for the purchase of the AIRCRAFT.

UNOPS will verify the listings and results obtained in carrying out this activity (analysis of offers and due diligence of those interested in the purchase of the Aircraft).

* Deliver the Report of the Marketing Stage in which it includes (deliverable # 3 indicated in number 5). This report should detail each step carried out in the activities previously described. Likewise, the report must describe and recommend those offers that have the minimum sale price given by the Mexican Government and that have the best conditions for the Mexican Government. Upon receipt of the report, UNOPS will review and analyze the report for approval.

**STAGE 2: Sale of the AIRCRAFT**

Stage 2 begins once the Mexican Government accepts the offer recommended by UNOPS based on the CONTRACTOR's Report (Stage 1). Stage 2 consists of the Disposal activity, which is described below:

In case the Mexican Government accepts the offer recommended by UNOPS, UNOPS must officially inform the CONTRACTOR. It is important to highlight that the Mexican Government will carry out the negotiations for the sale of the AIRCRAFT directly with the buyer, with the support of UNOPS and the CONTRACTOR, including the contractual negotiations and the delivery process.

.The CONTRACTOR must support the process of inspection, acceptance and delivery of the AIRCRAFT until the sale is fully concluded.

At the end of the process, the CONTRACTOR must make a final Report called Deliverable # 4 indicated in numeral 5. where it summarizes what was done and delivered in Stage 1, the acceptance by the Mexican Government of the offer in Stage 2 and concluding with delivery of the AIRCRAFT and full payment of the buyer. This report should detail the following:

* Detail the planning carried out to start the sale stage;
* Describe the process carried out, step by step, of that Stage;
* List of communications sent to achieve the acceptance of the most convenient offer by the Mexican Government;
* If the AIRCRAFT sale has been made, the information on the AIRCRAFT sale must be included in Deliverable # 4, in which the activities carried out in the period up to the AIRCRAFT sale date are indicated;
* Describe the results, recommendations and lessons learned from the sale activity, in the same way if the sale of the AIRCRAFT is not achieved.

Once the report has been delivered by the CONTRACTOR; UNOPS will review and analyze this report to determine its approval.

**RESPONSIBILITIES MATRIX**

|  |  |  |
| --- | --- | --- |
| **DESCRIPTION** | **CONTRACTOR** | **UNOPS** |
| Carrying out all market research activities | **X** |  |
| Due diligence interested in the aircraft | **X** | **X**  **(Main responsible)** |
| Carrying out all marketing activities | **X** |  |
| Making the recommendation to UNOPS for the disposal of the Aircraft | **X** |  |
| Referral to UNOPS of deliverables # 1, # 2, # 3 and # 4 described in section 5 | **x** |  |
| Review and approval of the deliverables sent by the Contractor |  | **x** |
| Communication with the Mexican Government |  | **X** |
| USE of UNOPS and Mexican Government logos |  | **X** |
| Once the deliverables have been approved, make the corresponding payment described in section 11. |  | **X** |

1. **EXECUTION TIME**

The execution period will be 16 calendar weeks from the date of signature of the contract, with the possibility of a one-time extension of up to another 16 additional weeks (in case the sale of the AIRCRAFT does not occur within 16 weeks), or until the AIRCRAFT purchase agreement is signed, whichever occurs first. Any extension of the execution period must be expressly accepted in writing by UNOPS.

1. **DELIVERABLES**

The deliverables are detailed in the following table:

|  |  |  |
| --- | --- | --- |
| **DELIVERABLE** | **DETAILS** | **EXECUTION TIME**  **(DUE DATES)** |
| **Deliverable # 1:** | **Detailed Work Plan** that includes, but not limited to: methodological description of each activity, schedule of activities, responsibilities , managers, main milestones, etc.. | Within the first seven (7) business days of starting the service, counting from the date that the contract is signed. |
| **Deliverable # 2:** | **Market Research Activity Report.** | Within four (4) weeks, counting from the date that the contract is signed. |
| **Deliverable # 3:** | **Report of the Marketing Stage:**  It includes the report of the publication process or invitation to present Letter of Intention (LOI) and identifies those offers that have the minimum sale price given by the Mexican Government. | Within nine (9) calendar weeks, counting from the date that the contract was signed.. |
| **Deliverable # 4** | **Disposal / Sale stage:**  **Final report that includes a summary of the stages of marketing, commercialization and sale, as well as the lessons learned about the process.**  This deliverable must include a summary of the activities carried out in number 3.  **If the AIRCRAFT has been sold, the AIRCRAFT sale information must be included in Deliverable #4, indicating the activities performed in the period up to the AIRCRAFT sale date.** | Within sixteen (16) calendar weeks, counted from the date that the contract was signed..  In the event that the only extension allowed as indicated in numeral 4 is generated, the delivery of said report would be made the week in which the contract is finalized. |

1. **TYPE OF CONTRACT**

Lump sum.

1. **ECONOMIC PROPOSAL**

The CONTRACTOR must indicate in Annex C: Price offer form, the recognition amount and the success commission. **For reference purposes, the minimum value of the AIRCRAFT is established at $2,286,017,512.15 (two billion two hundred eighty-six million seventeen thousand five hundred twelve with 15/100 Mexican Pesos).**

**For this purpose, the following conditions shall be considered:**

**7.1 STAGE 1: Market research and commercialization of AIRCRAFT**

The CONTRACTOR must indicate the recognition amount requested, which must NOT exceed 0.03% of the minimum sale value of the AIRCRAFT (“RECOGNITION AMOUNT”)..

For this stage, UNOPS will only pay the CONTRACTOR the RECOGNITION AMOUNT. The CONTRACTOR shall bear any and all costs and expenses incurred to execute this stage, including but not limited to advertisement, publications, travel, work hours, legal fees, taxes and any other cost or expenses.

**7.2 STAGE 2: Sale of AIRCRAFT**

The CONTRACTOR must indicate the success commission requested in percentage terms (%), which will be applied, in case of sale, on the final sale value of the AIRCRAFT (“SUCCESS COMMISSION”).

For this stage, UNOPS will only pay the contractor the SUCCESS COMMISSION if the AIRCRAFT is sold, discounting the RECOGNITION AMOUNT paid in Stage 1.

If the sale of the AIRCRAFT is not achieved, the SUCCESS COMMISSION will NOT be paid. Only the RECOGNITION AMOUNT indicated in section 7.1 will be paid. If the RECOGNITION AMOUNT was already paid in Stage 1, no other payment, reimbursement or indemnity is due from UNOPS to the CONTRACTOR.

1. **LOCATION OF SERVICE PROVISION**

The service may be performed remotely and / or in person if necessary, due to the current global pandemic situation caused by SARS-COV2 virus (COVID-19). In case the service is required in person, the process to follow will be coordinated between the UNOPS and the CONTRACTOR.

1. **DELIVERABLE COMPLIANCE**

The approval of compliance of the deliverables detailed in number 5. **DELIVERABLES,** will be in charge of the UNOPS MEXICO Office.

1. **BIDDER PROFILE**

Under the premise of providing specialized services, the bidder must demonstrate experience in the market research, marketing and sale of at least three (3) WideBody VVIP executive aircraft with a minimum value of USD 100,000,000 each aircraft. Said contracts must have been completed in the last ten (10) years, computed from the date of receipt of offers.

For the purposes of this process, the bidder must provide evidence of his experience by providing a simple copy of (not limited to) : (i) contracts or service orders and (ii) his respective agreement or proof of provision or other documents that reliably certify the completion of the contract.

1. **REQUIRED STAFF**

Likewise, in order to perform the aforementioned service, which is the object of this process, it will be necessary for the CONTRACTED to include the following personnel within its work team:

* A team leader, with at least ten (10) years of experience in the field of buying and selling aircraft, with accredited evidence/proof in leading a sale of a VVIP executive aircraft sale for the last 10 years.
* Two consultants, with at least five (5) years of experience in the field of purchase and sale of aircraft, with accredited evidence/proof of participation in the sale of at least three (3) aircraft.

The bidder must attach the CV's and work certificates of the proposed personnel.

During the performance of the contract, UNOPS reserves the right to request the replacement of some personnel.

1. **METHOD OF PAYMENT**

For STAGE 1, only the RECOGNITION AMOUNT will be paid, which should not exceed 0.03% of the minimum value of the AIRCRAFT indicated in number 7.

For STAGE 2, UNOPS will only pay the contractor the SUCCESS COMMISSION if the AIRCRAFT is sold, discounting the RECOGNITION AMOUNT paid in Stage 1.

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | |
| No. | % of Payment | Deliverable | Deadline for Payment |
| 1 | 30% of the RECOGNITION AMOUNT | **Deliverable #2**  **Market Research Activity Report** | Within five (5) calendar days from approval by UNOPS of the Deliverable compliance and receipt of the invoice. |
| 2 | 30% of the RECOGNITION AMOUNT | **Deliverable #3**  **Report of the Marketing Stage** | Within five (5) calendar days from approval by UNOPS of the Deliverable compliance and receipt of the invoice. |
| 3 | 40% of the RECOGNITION AMOUNT | **Deliverable #4**  **Disposal/Sale Stage** | Within five (5) calendar days from approval by UNOPS of the Deliverable compliance and receipt of the invoice. |
| 4 | 100% of the SUCCESS COMMISSION, discount the payment of the RECOGNITION AMOUNT from Stage 1. | **Deliverables #1, #2, #3 and #4** | Upon compliance of the following:   * Signature of the purchase agreement by Mexican Government and buyer; and * Receipt by UNOPS of the SUCCESS COMMISSION amount from Mexican Government. * Receipt of the invoice. |

1. **CONDITIONS FOR PAYMENT OF THE SUCCESS COMMISSION**

The conditions for the payment of the SUCCESS COMMISSION once the sale is completed and the sale value of the AIRCRAFT is defined are as follows:

* Acceptance of the offer and sale of the AIRCRAFT by the Mexican Government;
* Signature of the Purchase Agreement by the Mexican Government and buyer;
* The purchase agreement shall indicate the amount for which the AIRCRAFT was sold, including the percentage and amount that must be paid to the CONTRACTOR.
* Receipt by the Mexican Government of the full amount of the sale;
* Transfer of the amount for the SUCCESS COMMISSION from the Mexican Government to UNOPS.

1. **PENALTIES**

Except in force majeure situations established in the General Conditions of the UNOPS Contract, if the Contractor fails to comply with its obligations under the Contract, including but not limited to delivering the products in accordance with the Contract, UNOPS may, without prejudice to any other resource available under the Contract, deduct from the Contract price, as settlement of damages, an amount equivalent to 0.3% of the original total Contract price, for each day of delay and until it becomes effective delivery or compliance with the terms of the Contract The deduction may not exceed 10% of the total price of the Contract Once this limit is reached, UNOPS will have the right to terminate the Contract in accordance with the General Conditions thereof.

NOTE: These penalties are deducted from the total payment corresponding to Stage 1. No penalty will be applied for the delay in the sale of the AIRCRAFT or in the event that the AIRCRAFT sale is not made.

1. **CONFIDENTIALITY**

The bidder undertakes to keep confidential any information supplied by UNOPS, except when it is in the public domain or is strictly necessary for the performance of the contract. In the latter case, the company will require the express authorization of UNOPS. Likewise, the bidder undertakes to sign the corresponding Confidentiality Agreement.

1. **CONFLICT OF INTERESTS AND COMPLIANCE WITH LAW**

The bidder must have no conflict of interest or direct commercial relationships / ties with potential buyers. In the event of any conflict of interest arising during the performance of the contract, UNOPS must be informed immediately.

Also, the CONTRACTOR will be required to comply with the applicable ethical and business integrity standards required by UNOPS and anti-corruption and anti-money laundering laws .

1. **WITHIN THE FRAMEWORK OF SUSTAINABLE PROCUREMENT**

The bidder must demonstrate its commitment to incorporate sustainability into its own operations (in accordance with social, environmental and economic considerations) for which it must present at least one of these documents:

1.- Copy of the organization's sustainability policies, or

2.- The most recent social responsibility report, or

3.- A plan that includes a sustainable practices strategy to mitigate the negative impact on the environment during the performance of the contract.