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INVITATION TO BID

PROVISION FOR ROAD- TRUCK TRANSPORTATION SERVICES IN SOMALIA- REVISION 1

ITB No.: UNDP/SOM/ITB/2020/06/IP

Project: Inclusive Politics

Location: Somalia

Issued on: January 6, 2021

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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
 - o Form A: Bid Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Bid
 - o Form F: Price Schedule
 - o 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: **January 6, 2021**

Name: Benard Korir
Title: Head of Procurement a.i.
Date: **January 6, 2021**

SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS

1. Introduction

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

2. Fraud & Corruption, Gifts and Hospitality

- 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
- 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.
- 1.7 In pursuance of this policy, UNDP:
 - (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;
 - (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
- 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

3. Eligibility

- 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

	<p>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 meet the eligibility requirements as established by UNDP.</p>
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	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.
7. Language	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.
8. Documents Comprising the Bid	1.19 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	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.
10. Technical Bid Format and Content	1.21 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB. 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 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 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
11. Price Schedule	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. 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.
12. Bid Security	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. 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>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.
13. Currencies	<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.
14. Joint Venture, Consortium or Association	<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</p>

	<p>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 be available within one firm.</p>
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> <ul 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 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,</p>

	implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
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> <ul 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>
Email and eTendering submissions	<p>1.59 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</p> <p>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</p> <p>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-notices/resources/</p>
23. Deadline for Submission of Bids and Late Bids	<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>
24. Withdrawal, Substitution, and Modification of Bids	<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</p>

	<p>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>
25. Bid Opening	<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>
C. EVALUATION OF BIDS	
26. Confidentiality	<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 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> <ul style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) 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>

	<ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; 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 be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	<p>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</p>

	and evaluation of the Bids.
33. Responsiveness of Bid	<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>
34. Nonconformities, Reparable Errors and Omissions	<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> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>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	<p>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.</p>
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 outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	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.
44. Payment Provisions	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.

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: 2% up to a total of 10% (Max. number of days of delay 5, 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</p> <p>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 12, 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. 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	Submission for bids: https://etendering.partneragencies.org Business Unit: SOM10 Event ID: ITB2020-06
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 06- IP- Provision of Road- Truck Transport Services • 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 months contract
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 per lot 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: Certificate of registration as a company by the relevant Government of the country of origin. Tax Registration/payment certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations in accordance with National Law or Certificate of Tax Exemption if any such privilege is enjoyed by the Bidder. 	Form B: Bidder Information Form +
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

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.

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 3 years of relevant experience. (attach evidence of the licenses within the 3-year period).	Form D: Qualification Form
	Minimum 3 contracts in Road- Truck transportation services each valued at \$200,000 or more; implemented over the last 3 years. <i>(For JV/ Consortium/ Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	List and value of completed projects performed and completed over the past 3 years, plus clients' contact details (details (name, email and telephone number) who may be contacted for further information on those contracts in table format	Form D: Qualification Form
	List and value of on-going projects with contact details (name, email and telephone number) of clients and current percentage completion of each on-going contract	Form D: Qualification Form
	Statement of satisfactory performance from the top three (3) client's or more in terms of contract value for the past three (3) years.	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD 200,000 for the Financial Years 2017, 2018 and 2019. With Current Ratio of not less than 1.0 for each year. 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> UNDP may additionally request other financial tools/facilities to prove the bidder has financial capability (if required).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.	Form D: Qualification Form
Technical Evaluation	<p>The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document;</p> <ul style="list-style-type: none"> ✓ Full compliance of Bid to the Schedule of Requirements and Technical Specifications. In Section 5 (a) of the ITB. ✓ Bidder's qualification, capacity and expertise ✓ Scope of Supply ✓ Management Structure and Suitability of Key Personnel: Suitability of management structure and qualification of Proposed Staff in relation to their qualification and years of experience as described in the TOR. The Bidder shall submit CV of the key personnel proposed for the following position in the format for CV provided in form E of the ITB document: ✓ Equipment: Relevance and efficiency of Trucks in accordance with UNDP requirements as per the TOR. Bidder shall indicate whether this equipment is leases or owned. If leased, Bidder must attach lease 	Form E: Technical Bid Form

	<p>agreements.</p> <p>The Bidder shall submit a summary of the company's complete fleet of trucks, indicate number of trucks, truck type, registration mark the company intends to offer to the UNDP. Bidder shall also submit specifications for these trucks. Specifications may include but are not limited to date of manufacture, total mileage in kilometers</p>	
Financial Evaluation	<ul style="list-style-type: none"> - Currency of Bid is USD - Detailed analysis of the price schedule based on requirements listed in the Terms of Reference and quoted for by the Bidders in form F. <p>Award to the lowest priced technically responsive and qualified bidder(s) per lot.</p>	Form F: Price Schedule Form

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) Yes / No	Reason for compliance or non-compliance (Bidder to Complete)
Company capacity, (size, and structure) with a focus on road-truck transport services required.	Section 1: Bidder's qualification, capacity and expertise		
	Company profile demonstrating organisational and management structure and a minimum of three (3) years' experience in provision of road- truck transport services to NGOs, or multilateral/ bilateral organisations or multinationals with ongoing projects of similar complexity at the time of submission of bid and management structure of the organisation.		
	Minimum of three (3) contracts for road-truck transport services of similar scope implemented over the last three (3) years.		
	Minimum average turnover of not less than USD 200,000 for the Financial Years 2017, 2018 and 2019.		
	Minimum Current Ratio of not less than 1.0 for each of the above financial years, i.e., 2017, 2018 and 2018		
	Operating, safety and quality management systems manuals		
Equipment	List of Trucks and equipment intending to offer to UNDP. The list must meet requirements of road- truck transport regulations by the Government of Somalia		
	Copy (ies) of the Certificate of Registration for Truck offered to UNDP.		
	Copy(ies) of all related trucks lease agreements. (if applicable)		
Insurances required in the Performance of the Contract	<ul style="list-style-type: none"> Valid insurance. 		
Organization and local contextualization of service elements	SECTION 2: Scope of Supply		
	Staff recruitment and on-boarding plan		

	Requirements	Is Bid compliant? (Bidder to Complete) Yes / No	Reason for compliance or non-compliance (Bidder to Complete)
Suitability of internal technical and quality assurance review mechanisms	Operating, safety and quality management systems manuals		
Company's approach to staff compensation and benefits (Do not include salaries or financial information).	SECTION 3: Management Structure and Suitability of Key Personnel		
	Compliance with all legal requirements relating to the Labour Laws and thus cover insurance, staff compensation, training costs, benefits in kind, appropriate licensing.		
Respect for Rule of Law & Human Rights, protection of Clients' interests and disciplinary measures.	<ul style="list-style-type: none"> • Staff Code of Conduct • Ethics and Harassment Policy 		
Team Composition (Truck Drivers and loaders)	<ul style="list-style-type: none"> • The Truck drivers shall be certified drivers of the said vehicles with relevant licenses and experience of at least one year equipped with adequate communication equipment to report progress and possible incidents. • The loaders shall be physically fit for the job with similar qualifications as the drivers to ensure efficiency in service delivery. • Submit the company process that demonstrates fleet scheduling. 		
Fleet Manager/ Team Leader	<ul style="list-style-type: none"> • minimum of a Diploma certificate in Business Administration or equivalent professional qualification in management. • A minimum of two years' continuous practical team leadership experience in fleet management. Experience in conflict/emergency contexts is an advantage. • Good communication and interpersonal skills • Problem solving skills and ability to make decisions for timely resolution of problems; • Ability to remain calm under pressure and in emergency situations (e.g. evacuations, war, etc.), maintain operations necessary to support UNDP • Proficient in spoken and written English. Somali is an added advantage. 		

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

A. Background Information

The inclusive Politics Portfolio at United Nations Development Programme (UNDP) Somalia office is seeking offers from reputable, well established and experienced Haulage Firms duly incorporated under the Laws of Somalia and the regions to provide road- truck transportation Services; at a fixed price for a period of one year based on good performance.

The Contractor(s) shall provide Road- Truck transportation services for transportation of goods to all the regions and locations in Somalia as and when required.

To support this, UNDP Somalia is seeking services of a company or companies who can provide Road- Truck Transportation Services with Driver and loader to areas as per scope of services.

B. Specific Objectives

The Overall objective is to provide services of transportation of cargo to assigned destinations as and when required to enhance operational capacity to all regions of Somalia including remote areas and ensure delivery of goods.

C. Scope of Work

Requirements:

UNDP Somalia invites your firm to participate in this competitive solicitation for the cargo transportation services, including qualified drivers and loaders for the following:

The trucks must be box or cabin type and lockable by seals, with a capacity of 40 metric ton;

The trucks must be box or cabin type and lockable by seals, with a capacity of 20 metric ton;

The trucks must be box or cabin type and lockable by seals, with a capacity of 10 metric ton

The Trucks will be requested by UNDP on an "as and when required" basis.

Contractor shall provide UNDP of all registration/logbooks for the vehicles indicating owner/operator and Vehicle Identification Number (VIN) during vehicle inspection.

Vehicle availability:

- 1) Vehicles shall be available. Vehicle hire to other regions, or vehicle hire during critical periods to be determined by UNDP operational requirements, may require the services of the vehicle and driver for longer periods as needs require.
- 2) The Contractor should have the capacity to meet additional requirements on request.
- 3) The Contractor shall be available to provide the service on all days irrespective of local/national holidays etc.
- 4) The Contractor shall have the capacity to provide required improvements on its pick-up vehicles as may be requested by UNDP from time to time, e.g., benches/seats for armed escorts over the cargo bed. Any resulting cost incurred by the Contractor shall be paid by UNDP, independent of this contract, and shall not form part or reflect on the pricing schedule. Further, UNDP shall not be responsible for any loss of insurance coverage resulting from the improvements on the vehicle(s).
- 5) The Contractor shall be responsible for providing a replacement vehicle should preventive maintenance of a listed/furnished vehicle extend to a period exceeding one (1) day.

Vehicle Requirements:

These conditions should include:

- 1) The Hire Vehicle(s) shall be in sound mechanical and physical condition throughout and be maintained in safe operating conditions at all times. The Contractor shall bear full responsibility for the preventive and remedial maintenance of the vehicle.
- 2) The Vehicles shall not display our organization name or logo
- 3) The Contractor shall keep the exterior, windows and interior of the vehicles clean and litter-free at all times
- 4) The Vehicle shall, as a minimum, be equipped with:
 - 4.1 Spare-tire, the necessary accessories (spanner, jack, etc.)
 - 4.2 Emergency/Accident Early Warning Device (EWD)
 - 4.3 Fire extinguishers (1Kg dry powder)
 - 4.4 The Contractor shall at all times display on the windshield the clearance by the Region's State Road Authorities as required by Regional state Law for Commercial vehicles.
 - 4.5 The vehicles will be fully registered with the government. Proof of the registration must be provided, with copy of vehicle log book submitted prior to award of Contract.

Reliability Requirements:

The Contractor shall be able to ensure that contingency vehicles are available vehicles at all times in case of unforeseen breakdowns, accidents etc.

Staff Requirements:

- 1) The Contractor's employees shall be trained, fully qualified, and physically able (e.g. sight tested) to perform their duties. At all times, the Contractor's employees shall adhere to acceptable professional behaviour standards. Unacceptable behaviour includes: harassment or discrimination based on race, creed, colour, sex, age, sexual orientation or national origin. In addition, all drivers shall express a client-oriented attitude and provide professional and polite service to all users of the vehicles.
- 2) The Contractor shall have written policies and procedures covering qualifications, training, and drug testing and employee duties for all drivers. The Contractor shall establish and maintain a policy for the testing of drivers for the presence of controlled substances. In addition, the policy shall include a procedure for testing drivers who have been involved in an accident.
- 3) All drivers of the Vehicle(s) shall have a minimum of 1 year experience with driving commercial truck vehicles, in addition to meeting all minimum standards as required by Somali Law. The Contractor shall ensure that Drivers possess valid operating credentials and licenses in their possession while the vehicle(s) is being driven, equipped with adequate communication equipment to report progress and possible incidents.
- 4) The Contractor will provide full details of the driver assigned to each vehicle and will notify UNDP in writing in case of changes.
- 5) The Contractor's employees shall cooperate and comply with instructions on completion of necessary forms (provided by UNDP) necessary to track all trips for purposes of cost control and audit.

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

Performance measurement and Service Levels:

Based on the notion that transparent performance measurement mechanisms help establish open lines of communication and develops a cooperative working relationship:

- 1) UNDP will, in consultation with the Contractor, establish a system for performance measurement.
- 2) The Contractor shall allow UNDP to perform random inspection and acceptance of the vehicles to be furnished under the Contract to ensure that the vehicle(s) conform to the terms of the Contract. Any item found not in compliance with specifications shall be rejected.
- 3) Vehicle maintenance scheduling shall need to be an integrated part of Service Level Agreement. Vehicle servicing to be scheduled automatically based on vehicle age, mileage, condition of vehicle and any other measurable data available (e.g. engine performance, oil quality). Service score card shall be updated for each vehicle with focus areas including:

- 3.1 Detail service report on vehicle to be conducted at each service and results to be submitted to UNDP Somalia in order to assist in tracking the vehicle condition;
- 3.2 Provide maintenance statistics to allow the monitoring of vehicle servicing;
- 3.3 Consistent service history available for all vehicles.
- 4) **Punctuality & Safety**- The contractor shall provide the transportation services to the UNDP in a manner that results in the punctual pick-ups and delivery of the goods. It shall carry out these services in the full observance of safety and road traffic regulations of the Government of Somalia.
- 5) **Singularity of Contract** – The Contractor's employees shall not enter into any separate arrangement(s) with UNDP staff members or assigned non-staff, for whom service is directly provided, that is non-compliant with the terms and conditions of this contract entered into by the Contractor and UNDP.
- 6) **Penalty** – Where delay, non-performance and ex-contract arrangements, jointly or severally, results in added cost to UNDP, a penalty equivalent to the additional cost incurred shall be meted on the Contractor - the cost to be determined solely by UNDP. This is stipulated under the liquidated damages clause herein which will be effected in case of delays.
- 7) **Insurance**- The contractor shall ensure that appropriate liability insurance cover is provided,

SECURITY:

The vendor shall accept full responsibility including security of all vehicles supplied including security of the drivers. The vendor will be liable if any security incidents occur that has a relation to its drivers, loaders or vehicles.

VEHICLE PROPER DOCUMENTATION:

All vehicles provided for this service must have proper and current registration from the government of Somalia (relevant authorities) allowing unrestricted access and ease of movement. In case of any dispute between the driver and local authorities, the vendor has the responsibility to settle it at its own cost; if not possible the company is obliged to replace this vehicle with another which will enable the UNDP Somalia to continue with its operation.

DISRUPTION OF TRANSPORTATION SERVICE:

The vendor shall provide continuous transportation services. If for any reason the services are disrupted, e.g. by Truck break down or driver's illness, the vendor has the responsibility to provide immediate substitution in less than 24 hours. If transportation service has disrupted and substitution measures are not in place UNDP Somalia retains the right to:

1. Deduct the rental fee as per the contract agreement.
2. Or rent a replacement and deduct the costs incurred from the original contractor's invoice for remaining services.
3. Effect the liquidated damages

DRIVER'S LICENSE:

It is the responsibility of the vendor to provide a driver for each vehicle and the driver must have a current Somalia driving license and ID, a copy of which must be provided to UNDP CO Procurement unit prior to commencement of contract.

UNDP Somalia reserves the right to reject any driver(s) that it has any concern about with respect to the driver's(s) driving capabilities, security clearance, or safety. In cases where UNDP Somalia rejects the proposed driver(s) the vendor must replace the said driver(s) immediately.

WORKING HOURS:

0700 hrs till 1900 hrs (12 hours on daily basis).

DESCRIPTION OF USE FOR VEHICLES:

- To transport goods from one location to another as captured under Annex B, or as requested by UNDP.
- The vehicle will remain in that location to move materials as requested by UNDP.
- Where required movement will be done with police escort.

- The vehicles will be used during the official holidays (Fridays, Eids, etc).
- UNDP can request the vehicles with 24-hour notice.
- The contractor is to provide the requested vehicles for inspection as part of the Technical Evaluation.

INSURANCE:

There is NO insurance provided by UNDP for the vehicles, its contents or for the drivers and loaders under any circumstances. Insurance costs is the responsibility of the vendor and should be included in the vendor quote.

EXPECTED MILEAGE:

Every location will require a different mileage calculation as trip lengths differ. Every vehicle MUST have a Logbook to record daily mileage.

VEHICLE INSPECTION AND MAINTENANCE:

UNDP has the right to nominate a mechanic to inspect the vehicles. UNDP reserves the right to reject any vehicle/s, and if a vehicle/s is rejected, the vendor must replace the said vehicle/s immediately.

The Vendor will be responsible for the maintenance and repair of the vehicles during the time of service period.

The Vendor will be responsible of all repairs and costs whether deemed as minor/major and responsible for any part replacement/s needed to keep the vehicle/s in proper working condition at all times.

Vehicles Specification:

Vehicle Type	Minimum Description

PAYMENT TERMS:

1. Payment will be made within 30 days from receipt of invoice and certification of services in accordance with the terms of the contract.
2. UNDP reserves the right to pay the contractor(s) as per number of vehicles requested and the actual services being provided, for example; if UNDP requested the vehicles to work less than a month UNDP will pay the contractor for the number of kilometres the vehicles have covered.

RIGHTS OF CANCELLATION:

UNDP retains the rights to cancel any vehicle/s in any location at its own discretion without providing justification to the vendor.

Contract term:

12 months contract.

Offer:

The quotation should be for a schedule of rates per vehicle category per kilometer within routes indicated. This rate should be VAT free in USD and inclusive of fuel, drivers, maintenance/spare parts, insurance etc. Requests resulting in higher prices based on rise in fuel rates will need to be supported by documentation from the Ministry of Commerce. Any destination or vehicle that may not be easily classified, after due diligence, into any of the pre-determined categories shall require a separate quote to be submitted for approval by UNDP prior to travel/provision of service and shall be reasonably based on existing rates within the agreed price schedule.

Evaluation of Offers:

Locations for Transportation services:

From	To	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
From	To	From	To
SOUTH WEST			
Mogadishu	Baidoa	Baidoa	
	Dinsoor		Dinsoor
	Burhakabo		Burhakabo
	Berdaale		Berdaale
	Qansaxdheere		Qansaxdheere
	Tiyeeglow		Tiyeeglow
	Yeed		Yeed

From	To	From	To
	Waajid		Waajid
	Xudue		Xudue
	El-Barde		El-Barde
	Afgooye		Afgooye
	Marca		Marca
	Awdhegle		Awdhegle
	Barawe		Barawe
	Kurtunwarey		Kurtunwarey
	Qoriyoley		Qoriyoley
	Sablaale		Sablaale
	Walaweyn		Walaweyn

From	To	From	To
HIRSHABELLE			
Mogadishu	Beledweyne	Jowhar	Beledweyne
	Buuloburde		Buuloburde
	Jalalaqsi		Jalalaqsi
	Mahas		Mahas
	Halgan		Halgan
	Matabaan		Matabaan
	Adale		Adale
	Adan Yabaal		Adan Yabaal
	Balcad		Balcad
	Jowhar		

From	To	From	To
Galmudug			
Mogadishu	Dhusamareb	Dhusamareb	
	Adaado		Adaado
	Galkacyo		Galkacyo
	Abudwak		Abudwak
	Guiei		Guiei
	Hobyo		Hobyo
	Ceeldhere		Ceeldhere
	El Buur		El Buur

From	To	From	To
PUNTLAND			
Mogadishu	Garowe	Garowe	
	Boosaso		Boosaso
	Qardho		Qardho
	Badhan		Badhan
	Buuhoodle		Buuhoodle
	Galdogob		Galdogob
	Ias Anod		Ias Anod

D. Approach and Methodology

The Bidder must demonstrate ability to deliver services outlined in the TOR which should at a minimum include the following information:

- * **Proposing entity's qualification, capacity and experience:** Information on proposing entity outlining its expertise, experience in providing similar services, institutional and financial capacity, track record, statements of satisfactory performance, entity's legal status, etc.;
- * **Scope of Supply:** demonstrate 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 detail.

- * **Management structure and key personnel:** Demonstrate capacity and expertise of proposed team to simultaneously manage and implement required services in Somalia's operating environment. Include detailed CV of the key personnel.

E. Deliverables and Schedules/Expected Outputs

The following are the key Deliverables for the assignment:

1. Delivery of efficient truck transportation services of cargo from a designated place to the other as and when requested for with a notice of at least 24 hours before the service.
2. Monthly reports as described in the Terms of Reference.

F. Performance Standards and Service Level Guarantees

Product/ Service	Performance Attribute	Definition	Standard/Service Level
Transportation	Agency Accuracy	Ability to perform task completely and without error	<u>Zero-Error</u> in transporting goods and routing
	Speed and Efficiency	Ability to deliver product or service promptly and with the minimum use of resources.	a. Confirm ability of delivery of goods <u>within twenty-four hours</u> from time of request b. Provision of regular updates
	Timeliness of Delivery	Ability to deliver goods or service on or before promised date	<u>Same day delivery services</u>
Billing	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error</u> or no discrepancy between invoices and attachments
	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 prices	Ability to quote competitive fares	Pricing as stipulated in the contract.

Product/ Service	Performance Attribute	Definition	Standard/Service Level
Service Quality	Responsiveness	Willingness to learn needs or preferences of client and implement improvements	Regular coordination with UNDP
Problem Solving	Complaint Handling	Ability to resolve complaints	Manner of Resolution: Satisfactory score
Fleet Supervision	Competence	Knowledge of destinations Knowledge of road-truck transport practices and shortest routes Knowledge of UN policies	Proficiency rating of not less than 75%.

G. GOVERNANCE AND ACCOUNTABILITY

Reporting

1. The Contractor will work under the direct supervision of the UNDP Inclusive Politics' Project Manager and will work in close collaboration with the UNDP Procurement staff. The Contractor shall designate a focal point, preferably the Fleet manager for communication with UNDP Inclusive Politics and Procurement 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 monthly 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 transportation 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 company'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 Inclusive Politics' Project Manager for further discussion with the contractor.

3. **Financial Services**

Billing: The Contractor shall submit an invoice for all transportation requests on a monthly basis supported by copies of the Purchase Order. For each transaction, the invoice shall reflect, the route, date of transportation, invoice number, destination, and currency in which all costs were incurred by UNDP.

4. **UNDP Responsibility**

- a) Perform inspection of services, including verification of costs.
- 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.

H. EXPECTED DURATION OF THE CONTRACT/ASSIGNMENT

12 months contract

I. DUTY STATION

Transportation expected through-out Somalia.

J. PRICE AND SCHEDULE OF PAYMENTS

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

- 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 Registry Office after the end of each transaction.
- iii. Upon receipt of invoice and supporting documents, UNDP Registry office will initiate the payment request and after certification of payment by the Inclusive Politics' 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: Fleet manager	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Price Schedule:

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

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

We, the undersigned, offer to supply the related services required for **Provision of Road- Truck Transportation Services to the United Nations Development Programme (UNDP) Somalia** in accordance with your Invitation to Bid No. **UNDP/SOM/ITB/2020/06/IP- REVISION 1** 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.
- Trade name registration papers, if applicable.
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- Environmental Compliance Certificates, Accreditations, Markings/ Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures (If applicable).
- 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;
- List and value of similar projects performed over the last three 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 three (3) years;
- A minimum of copies of 3 contracts for Road- Truck transport services of similar scope implemented over the past three years;
- Bid Security
- CV for the proposed key personnel;
- Bidders' list of trucks 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:	[Insert ITB Reference Number]		

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

No	Name of Partner and contact information <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]
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

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

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Form D: Eligibility and Qualification Form

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

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

History of Non- Performing Contracts

Note: Please indicate the non-performing contracts under road transportation 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 (3 testimonials each for road transportations services.

Financial Standing

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

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	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) by a certified public accountant for the past three years or financial statements prepared by the company's accountant and authorized by the company's director 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:	[Insert ITB Reference Number]		

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

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.
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Firm's capacity to offer Road- Truck transport services

1.1.	Company capacity (size, organization chart, number of staff by category, places,) and structure of the service offer by your company. Focus on similar truck transportation services required in this ITB.	<ul style="list-style-type: none">- Corporate Profile Company - Organization Chart- Certificates/letters (from 3 clients) of performance of no more than three (3) years current contract references + contact- Registration evidence with relevant authorities
1.2.	Describe in detail the trucks that will be provided by the company for the provision of the services.	<ul style="list-style-type: none">- Detailed list and servicing period of trucks.- License for provision of the truck transport services by Somalia Government.
1.3.	Firm's capacity to comply with all the required insurances in performance of the contract as per the Terms and condition of the contract.	Confirmation letter on availability of transport insurance.

SECTION 2: Scope of Supply.

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 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 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.

2.1.	Describe the organization of the teams as well as the roles and responsibilities according to the staffing table.	<ul style="list-style-type: none">- Organizational Plan of the teams for the coverage of the positions.- Job descriptions of the key staff- Organization of trucks
2.2.	Describe your plan on hiring of staff	- Human resources policy,

Services to be Supplied and Technical Specifications	Compliance with technical specifications and requirements	
	Yes, we comply	No, we cannot comply (indicate discrepancies)
Scope of Works		
Transportation insurance		
Bid Validity- 120 days from bid submission date		
Acceptance of Terms and Condition of Contract		

Other Related services and requirements (based on the information provided in Section 5b)	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply (indicate discrepancies)	
Payment Terms: 100% within 30 days upon UNDP's acceptance of the services provided as specified and receipt of invoice			

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.
- 3.2 Provide CV for the key personnel- fleet manager that will be provided to support the implementation of this project using the format below. The CV should demonstrate qualifications in areas relevant to the scope of services.

3.1.	Describe your company's approach to staff compensation, including benefits, social security. Do not include salaries or financial information.	<ul style="list-style-type: none"> - Related Documents (framework agreement/group/Conventions/etc.) - sickness insurance in case of accident and death by accident long-term disability - attestation of the social security (where applicable)
3.2.	Qualifications of Company's Fleet Manager	<ul style="list-style-type: none"> - minimum of a Diploma certificate in Business Administration or equivalent professional qualification in management. • A minimum of two years' continuous practical team leadership experience in fleet management. Experience in conflict/emergency contexts is an advantage. • Good communication and interpersonal skills • Problem solving skills and ability to make decisions for timely resolution of problems; • Ability to remain calm under pressure and in emergency situations (e.g. evacuations, war, etc.), maintain operations necessary to support UNDP • Proficient in spoken and written English. Somali is an added advantage. (Please refer to Section 3 of Form E: Format of Technical Bid)

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
Professional certifications	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<p><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></p> <p>[Insert]</p>
References	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

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.

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: JUBALAND TRANSPORTATION SERVICES

From	To	10-ton truck	20-ton truck	40-ton truck	From	To	10-ton truck	20-ton truck	40-ton truck
Cost per Kilometer in USD					Cost per Kilometer in USD				
Mogadishu	Kismayo				Kismaa yo				
	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			

LOT 2: SOUTH WEST TRANSPORTATION SERVICES

From	To	10-ton truck	20-ton truck	40-ton truck	From	To	10-ton truck	20-ton truck	40-ton truck
		Cost per Kilometer in USD					Cost per Kilometer in USD		
Mogadishu	Baidoa				Baidoa	Baidoa			
	Dinsoor					Dinsoor			
	Burhakabo					Burhakabo			
	Berdaale					Berdaale			
	Qansaxdheere					Qansaxdheere			
	Tiyeeglow					Tiyeeglow			
	Yeed					Yeed			
	Waaqid					Waaqid			
	Xudue					Xudue			
	El-Barde					El-Barde			
	Afgooye					Afgooye			
	Marca					Marca			
	Awdhegle					Awdhegle			
	Barawe					Barawe			
	Kurtunwarey					Kurtunwarey			
	Qoriyoley					Qoriyoley			
	Sablaale					Sablaale			
Walaweyn				Walaweyn					

LOT 3- HIRSHABELLE TRANSPORTATION SERVICES

LOT 5 - KIRSHABELEL TRANSPORTATION SERVICES									
From	To	10-ton truck	20-ton truck	40-ton truck	From	To	10-ton truck	20-ton truck	40-ton truck
		Cost per Kilometer in USD					Cost per Kilometer in USD		
Mogadishu	Beledweyne				Jowhar	Beledweyne			
	Buuloburde					Buuloburde			
	Jalalaqsi					Jalalaqsi			
	Mahas					Mahas			
	Halgan					Halgan			
	matabaan					matabaan			
	Adale					Adale			
	Adan Yabaal					Adan Yabaal			
	Balcad					Balcad			
	Jowhar								

LOT 4- GALMUDUG TRANSPORTATION SERVICES

LOT 4- GALKACYO TRANSPORTATION SERVICES									
From	To	10-ton truck	20-ton truck	40-ton truck	From	To	10-ton truck	20-ton truck	40-ton truck
		Cost per Kilometer in USD					Cost per Kilometer in USD		
Mogadishu	Dhusamareb				Dhusamareb				
	Adaado					Adaado			
	Galkacyo					Galkacyo			
	Abudwak					Abudwak			
	Guiei					Guiei			
	Hobyoy					Hobyoy			
	Ceeldhere					Ceeldhere			
	El Buur					El Buur			

LOT 5- PUNTLAND TRANSPORTATION SERVICES

From	To	10-ton truck	20-ton truck	40-ton truck	From	To	10-ton truck	20-ton truck	40-ton truck
		Cost per Kilometer in USD					Cost per Kilometer in USD		
Mogadishu	Garowe				Garowe	Garowe			
	Boosaso					Boosaso			
	Qardho					Qardho			
	Badhan					Badhan			
	Buuhoodle					Buuhoodle			
	Galdogob					Galdogob			
	las Anod					las Anod			

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