

**United Nations Development Programme**

**Invitation to Bid (ITB)**



*Deadline: 21<sup>st</sup> June 2009*

**Issuance date: 25 May 2009**

**Closing Date: 21 June 2009**

**Closing Time: 3:00 PM Sudan Time**

**Subject: Invitation to Bid No: ITB/ KRT/ESP/09/008  
Charter Flights Services in support to National Elections Commission**

Dear Sir/Madam:

The United Nations Development Programme (UNDP) in collaboration with the National Elections Commission of Sudan hereby solicits bids for Charter Flights Services. Interested Offerors should submit bids to UNDP Sudan **as per technical specifications described in Annex V**. The enclosed Instructions to Bidders describe the steps to be followed.

All bids will be reviewed according to the UNDP Procurement Guidelines.

1. To enable you to submit a bid, please find enclosed:

Annex I.	Instructions to Bidders
Annex II.	Bid Data Sheet
Annex III.	General Terms and Conditions
Annex IV.	Special Conditions
Annex V.	Schedule of Requirements
Annex VI.	Technical Specifications
Annex VII.	Bid Submission Form
Annex VIII.	Price Schedule

Offerors are to send all Bids to;

**UNDP – Sudan (Khartoum)  
Attention: Procurement Specialist  
Ref: ITB/ KRT/ESP/09/008**

**Mashtal street, House No. 98, Block 10**

**Riyadh, Khartoum, Sudan**

2. Interested Bidders may obtain further information at the following address:

Contact Person:	Marco Moreno
Name of Office:	Support to Elections Project / UNDP
Telephone & Fax:	+249(0)912502343
E-Mail:	<a href="mailto:marco.moreno@undp.org">marco.moreno@undp.org</a>

3. Bids must be delivered to the above office on or before **3:00 PM Sudan Time on 21 June 2009**. Late bids shall be rejected.
4. Bids will be opened in the presence of Bidders' Representatives, who chose to attend at the address, date and time indicated in the Bidding Documents.
5. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely yours,

Guillaume Chartres  
Project Manager - Election Support Project

## INSTRUCTIONS TO BIDDERS

### A. Introduction

**General:** The Purchaser invites Sealed Bids for the supply of goods/services to the UN system

**Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of services to be purchased under this Invitation to Bids.

**Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.
6. **Amendments of Solicitation Documents:** No later than two weeks prior to the Deadline for Submission of Bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

### C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity shall be written in **English language**.

### 8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Quotation in accordance with the Annex H Price Schedule ;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,
- (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

#### **9. Documents Establishing Bidder's Eligibility and Qualifications:**

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.
- (c) that the Bidders is legally authorize to operate in Sudan ( Northern and Southern)

#### **10. Documents Establishing Goods' Conformity to Bidding Documents:**

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.

**11. Bid Currencies/Bid Prices:** All prices shall be quoted in US dollars or any other convertible currency. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods/services it proposes to supply under the contract.

**12. Period of Validity of Bids:** Bids shall remain valid for 120 days after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN

entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

### **13. Bid Security:**

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount of 5 % of the Offer Value.
- (b) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(g) below.
- (c) The Bid Security shall be denominated in the currency of the Purchase Order or in a freely convertible currency and shall be in one of the following forms:
  - i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,
  - ii. cashier's cheque, or certified cheque.
- (d) Any Bid not secured in accordance with Clauses 13 a) and 13 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 12 of instructions to Bidders.
- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.
- (g) The Bid Security may be forfeited:
  - 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
  - 2) In the case of a successful Bidder, if the Bidder fails:
    - i. to sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
    - ii. to furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

### **D. Submission of Bids**

- 14. Format and Signing of Bid:** The Bidder shall prepare two copies of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations,

erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

#### **15. Sealing and Marking of Bids:**

15.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in section I of these Solicitation Documents; and
- (b) make reference to the “subject” indicated in section I of these Solicitation Documents, and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified in section I of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid’s misplacement or premature opening.

#### **16. Deadline for Submission of Bids/Late Bids:**

16.1 Bids must be delivered to the office on or before the date and time specified in section I of these Solicitation Documents.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

**17. Modification and Withdrawal of Bids:** The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the procuring UN entity prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

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

##### **18. Opening of Bids:**

18.1 The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in section I of this Solicitation Document. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

18.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 The Purchaser will prepare minutes of the Bid Opening.

19. **Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the procuring UN entity may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

20. **Preliminary Examination:**

20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

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

20.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. **Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

22. **Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

<b>Evaluation Criteria</b>	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with General Conditions specified by these Solicitation Documents.
1.4	Compliance with start-up, delivery or installation deadlines set by the procuring entity.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Proof of after-sales service capacity and appropriateness of service network.

#### **F. Award of Contract**

23. **Award Criteria:** The procuring UN entity will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.

24. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order.

26. **Signing of the Purchase Order:** Within 30 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.

27. **Performance Security:** The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within 30 days of receipt of the Purchase Order from the purchaser.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.



## Terms of Reference/Detailed Specifications

### TERMS OF REFERENCE FOR THE CHARTER FLIGHTS SERVICE

#### **Background:**

The UNDP Sudan in support of the National Elections Commission (NEC) needs to assure transportation for the deployment of staff to be traveling in official business in connection with the incoming Elections of the Republic of Sudan to be held on February 2010.

Rental Aviation Companies will be asked to operate to and from Khartoum, Sudan and from Juba, Southern Sudan to airports/airfields in the States listed in Annex V.

#### **SCOPE OF THE SERVICES**

**PURPOSE:** Primarily point-to- point flying in Northern and Southern Sudan for support of the National Elections Commission of the republic of Sudan (NEC).

**CONTRACT PERIOD:** This contract will be in place from 12 months starting with the signature of the contract. The estimated starting date will be June15, 2009, with option to renew for additional one-month periods, upon mutual agreement between UNDP Sudan and the Contractor.

**USE AND CONTROL:** The NEC shall have exclusive use of the aircrafts during the following time periods:

July 15, 2009 – July 14, 2010 - 1st Year  
On monthly basis (if renewed)

**EXCLUSIVE USE:** Aircraft shall be available to the NEC, on call basis, during the time periods outlined above. Usage outside of the exclusive use period will be on an as available basis.

**DELIVERY OF AIRCRAFT:** This contract will begin and end at Khartoum and Juba. Travel for Contractors residing at locations other than specified in the bid shall be at their expense, as well as delivery of aircraft to Khartoum/Juba.

**GUARANTEED USAGE:** UNDP guarantees a minimum of 100 hours flight time for the first year if the aircraft is available throughout the contract period. UNDP does not guarantee a maximum usage.

**CERTIFICATION:** Aircraft offered must have a current airworthiness certificate. It will be the responsibility of the Contractor to maintain equipment fully airworthy in accordance with current Republic of Sudan Aerial Aviation regulations.

At Contractor's expense, aircraft must be available at Khartoum/Juba for use. Failure to do so within the time required will cause UNDP to declare the bidder non-responsible and to reject the bid.

Compliant with applicable insurance, safety or other commercial aerial directives and requirements.

**DESIGNATED BASE(S):** The aircraft will have a designated base at Khartoum and Juba. It may be necessary, during the contract period, to operate the aircraft from other bases.

**AVAILABILITY:** The aircraft must be ready to commence operations at 8:00 a.m. or such time stipulated by the NEC on the first day of the contract period.

During contract periods the aircraft shall be available, on call, to the NEC within 24 hours after receiving notification of use, 7 days per week. Contractor is not allowed any use during exclusive periods unless first agreed to by UNDP. Use by the NEC outside the exclusive period is on an as available basis.

If the aircraft or pilot is unavailable for reasons other than maintenance, UNDP reserves the right to obtain similar services elsewhere and to charge the contractor any excess costs occasioned thereby, unless the Contractor provides a NEC-approved equivalent aircraft. Costs may be charged by deducting from the guaranteed total season hours provided under.

**GUARANTEED USAGE.**

1. **Scheduled Maintenance:** The Contractor will notify to UNDP and the NEC one week in advance of scheduled maintenance. The Contractor shall have 24 hours to complete scheduled maintenance.
2. **Unscheduled Maintenance:** The Contractor will notify UNDP and thence immediately when the need for unscheduled maintenance becomes apparent. The contractor will then make every effort to complete the required maintenance within 24 hours.

In addition to other remedies provided in this contract, aircraft unavailability in excess of seven (7) full consecutive calendar days or in excess of an accumulated fourteen (14) total days during the contract period will entitle UNDP and the NEC to declare the Contractor in default of the contract.

**FLIGHT:** Flight time will be measured in hours and tenths as recorded on the engine hour meter. Flight time for the benefit of the Contractor, such as maintenance test flights, mobilization and demobilization of the aircraft, will not be measured for payment.

Flight as measured above will be paid at the at the contract rate per hour. The rate shall include fixed and variable costs incurred in operation of the aircraft.

The Contractor is responsible for airport use costs. This is intended to cover such items as airport landing fees, and other similar charges.

UNDP will pay monthly for aircraft use during the preceding month, upon receipt and approval of an invoice. Invoices are to be routed through the UNDP Khartoum and Juba Elections Support Project.

**MAINTENANCE AND REPAIR:** The Contractor is responsible for any repairs done when the need arises. Cost of such repairs shall not be included in the Contractor's invoices.

Unless otherwise provided elsewhere, the aircraft must be fully maintained by the Contractor in accordance with the manufacturer's recommendations. All "time change" components, including engines, will be replaced in accordance with the manufacturer's recommendations.

The Contractor will maintain the aircraft in an airworthy condition, including engine and airframe repairs, annual and 100 hour inspections, periodic oil changes, and equipment checks.

## **SERVICING REQUIREMENTS**

**FUEL AND OIL:** The Contractor will furnish, transport, and store all aircraft oil and fuel at no additional expense to UNDP and the NEC, during NEC use.

**PILOTS:** The pilots shall be appropriately rated and fully qualified. The pilots shall have a minimum of 1500 hours flight time total with 200 hours minimum of Sudan flight time, 200 hours in aircraft provided, and a commercial pilot license. A resume or flight log to document flight experience shall be provided to UNDP as a part of the bid requirements.

Pilots should indicate whether they are qualified with a commercial pilot license under, or if they are qualified with an operating certificate under Sudan Laws.

Pilots must have an accident/incident/violation history which is free of license revocation.

**AIRCRAFT REQUIREMENTS:** A. The aircraft must be a Cessna Caravan with seats for at least 5 passengers. Passenger seats must provide for comfort during extended flights.

B. The aircraft must present a neat and clean appearance, having no need of repair to paint, upholstery, fabric, metal skin, airframe or plexi-glass. Aircraft must be equipped for VFR day flight.

**INSURANCE AND LIABILITIES:** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

Except for the workmen's compensation insurance, the insurance policies under this Article shall: Name UNDP as additional insured;

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

Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

**AWARD CRITERIA:** Award will be made to the lowest response and responsible bidder based on the bid price per hour.

**Responsibilities of the Organization:**

The Owner will report to the UNDP PMU Manager for the delivery of services under the Terms of Reference.

**The Organization will:**

Provide itineraries with 24 hours in advance;

Provide a list of staff authorized to use the flight;

Process the monthly invoice of the charges for the Charter Flight service without delay upon receipt.

## Annex D

### Model Contract for the Rental of an Aircraft with Pilot

**THIS CONTRACT** is entered into this \_\_\_\_\_ [insert date] in the City of \_\_\_\_\_ [insert city] between the United Nations Development Programme, a subsidiary organ of the United Nations, an international organization established by treaty, represented by its Resident Representative, having its address at \_\_\_\_\_ (hereinafter referred to as “**UNDP**”) and \_\_\_\_\_ [insert name], a \_\_\_\_\_ corporation, having its address at \_\_\_\_\_ (hereinafter referred to as “**Owner**”). UNDP and the Owner are hereinafter collectively referred to as the “**Parties.**”

#### I. CONTRACT DOCUMENTS

This Contract is comprised of the following documents with order of precedence as indicated below in the event of any conflict between or among them:

- a. UNDP General Conditions - Annex B.
- b. This document
- c. Scope of Work - Annex A.

#### II. CONTRACT TERM

This Contract shall for commence on \_\_\_\_\_ and expire on \_\_\_\_\_ unless otherwise terminated in accordance with Article 15 of the General Conditions attached as Annex B. Upon completion of the above term, UNDP has the option to renew the Contract for additional periods, on the same terms and conditions.

#### III. OBLIGATIONS OF OWNER

- 3.1 The Owner shall make available to UNDP an Aircraft with Pilot in A Charter Flight basis, in accordance with Annex A of this Contract for UNDP use during the period of operation as prescribed in 3.2 below.
- 3.2 The Aircraft and Pilot shall be made available on request normally during working days [Sunday-Thursday and Saturday] between the hours of [0600hrs. and 2000hrs]. A schedule will be provided in advance but exceptional requests may be made for operation outside normal hours. During the period of operation for UNDP, the aircraft shall carry passengers or goods authorized by UNDP.
- 3.3 The Aircraft shall be:
  - a. Clean, inside and out, and free from any unpleasant odor;
  - b. Air-worthy in accordance with the regulation of Sudan, and in good condition;
  - c. Equipped with necessary safety items;
  - d. Compliant with applicable insurance, safety or other Aircraft requirements;
  - e. Registered to operate in Northern and Southern Sudan; and,
  - f. Registered for operation during the period of his Contract with registration documentation in the Aircraft and registration/tail number as required by law.

During the period of operation, UNDP reserves the right to require that the Aircraft carry markings that identify it as a UNDP aircraft. These markings are to be removed when the aircraft is no longer used exclusively by UNDP.

- 3.4 The Owner shall be fully responsible for operation of the Aircraft and ensure that the Pilot operates the aircraft in accordance with applicable law. The Owner shall be fully responsible for payment of salary and other benefits to its Pilot/Crew as required by the governing labor laws. UNDP shall not be liable for any action, omission, negligence or misconduct of such Pilot/Crew, nor for any costs, expenses or claims associated with any illness, injury, death or disability of such Pilot/Crew performing services in connection with this Contract. UNDP shall have no responsibility vis-à-vis the Pilot/Crew.
- 3.5 During the period of operation for UNDP, the Pilot shall receive instructions solely from the UNDP or NEC authorized passenger and travel the most efficient, safe and secure route to any indicated destination, without deviation for personal or other reasons not associated with NEC/UNDP interests, and without interruption of UNDP's purposes for the trip.
- 3.6 The Owner shall be fully responsible for any and all maintenance, servicing and repair needs of the aircraft during the term of this Contract, and all costs related thereto, and shall ensure that the aircraft operates properly during the term of this Contract. Except in the case of emergencies, the Owner shall ensure that service and repair does not take place during the hours that NEC/UNDP requires the aircraft, or at any other time that will interfere with NEC/UNDP's purposes for the use of the aircraft.
- 3.7 UNDP reserves the right to inspect the aircraft before putting it into service under the terms of this Contract, or at any other time during the term of this Contract, but shall have no obligation to do so. In the event UNDP opts to inspect the aircraft, such inspection shall be carried out in the presence of the Owner or the Owner's designate. If an inspection reveals that the aircraft is not in a air worthy condition, requires service or repair or does not otherwise comply with the terms of this Contract, the Owner shall promptly have such work done, at its costs and expense, failing which UNDP reserves the right to terminate the Contract for cause.
- 3.8 The Owner is responsible for any items left in the aircraft by UNDP passengers. Such items shall be returned to UNDP promptly upon discovery.
- 3.9 Insurance required under Article 8.3 of the General Conditions, attached hereto as Annex B, shall include coverage for all passengers including UNDP personnel and other authorized passengers.

#### **IV. Payment**

- 4.1 For the satisfactory completion of the services under this Contract, UNDP shall pay an amount not to exceed \_\_\_\_\_ calculated as a hourly charge of \_\_\_\_ [*for example* \$50] for actual used during the period of operation.
- 4.3 Payments shall be made on a [monthly]<sup>1</sup> basis within thirty (30) days of the submission of an invoice by the Owner, together with all appropriate substantiating documentation. UNDP reserves the right to withhold payment if UNDP disputes an invoice, or a portion thereof.
- 4.4 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

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<sup>1</sup> For short-term rentals, payment terms should be adjusted accordingly.

4.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services

4.6 Payments shall be made by wire transfer to the following bank and account:

Bank Name:  
Account Number:  
Name of:  
ABA Routing Number:

4.7 If the aircraft is out of service during the hours that it is to be available for UNDP, UNDP shall be entitled to [\_\_\_\_] rebate on the fees], as detailed in Annex A.

### V. Notices

Any notices required to be given hereunder shall be delivered by hand delivery, recognized courier service [or registered mail] and shall be deemed to have been received on the earlier of (i) the date of actual receipt, or (ii) one (1) business day after being given to an express courier with a reliable system for tracking delivery.

In the case of UNDP:

\_\_\_\_\_

In the case of OWNER:

\_\_\_\_\_

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have affixed their signature below:

For and on behalf of Owner,

For and on behalf of the United Nations  
Development Programme,

By

*By*

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**UNITED NATIONS DEVELOPMENT PROGRAMME GENERAL**

**Standard Provisions**

**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

**2. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

**3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**4. ASSIGNMENT**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

**5. SUB-CONTRACTING**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

**6. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

## **7. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNDP as additional insured;
  - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
  - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

## **9. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## **10. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when

returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

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

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

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

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

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

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract,

UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. SETTLEMENT OF DISPUTES**

### **16.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

### **16.2. Arbitration**

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

## **PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **TAX EXEMPTION**

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 CHILD LABOUR**

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **MINES**

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21. OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **22. AUTHORITY TO MODIFY**

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

**BID/PROPOSAL SUBMISSION FORM**

To:  
UNDP Sudan  
Elections Support Project  
Marshall Street  
House No. 98  
Bock No. 10  
Riyadh  
Khartoum, Sudan

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply Charter Flights in conformity with the said bidding documents for the sum of [*total bid amount in words and figures*] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the delivery schedule specified in the terms of Reference.

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Dated this . . . . .day of . . . . .[*year*].

.....  
Signature

.....  
[*in the capacity of*]

Duly authorized to sign the Bid for and on behalf of .....

**PRICE SCHEDULE**

The Contractor is asked to prepare the Price Schedule response of this ITB as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

UNDP envisages entering into contract for 12 months, with the option to renew for additional period of one month. The proposers should specify whether the prices would remain firm for the entire contract period.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes.

The formats shown below should be used in preparing the price schedule.

**Bid price per measured flight hour \$ \_\_\_\_\_**

**Bidders shall submit the following items with their bid:**

1. Completed pilot information form for each pilot.
2. Completed Aircraft information form for each aircraft.
3. Copy of each proposed pilot's certificate.
4. Copy of each proposed pilot's current medical certificate.
5. Copy of each proposed aircraft's current airworthiness certificate.

**Failure to submit these forms will result in your bid being rejected as nonresponsive.**

ORDERING ADDRESS:

Contact:

Phone:

Fax:

**Award will be made to the lowest responsive and responsible bidder.**