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INVITATION TO BID

for Travel Management Service for UN Agencies in Nepal

ITB No.: UNDP/ITB/01/2018

Project: UN Agencies in Nepal

Country: Nepal

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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 process will result in entering into a Long Term Agreement by the participating UN agencies with the selected vendor/s for a period of two years, with the provision of extension for one additional year, based on satisfactory performance.

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: Form of Bid Security

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 registry.np@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



Name: Umesh Gurung

Title: Procurement Assistant, UNDP Nepal

Date: July 2, 2018

Approved by:



Name: Deepak Shrestha

Title: Officer-In-Charge, Operations, UNDP Nepal

Date: July 2, 2018

Section 2. Instruction to Bidders

GENERAL PROVISIONS

1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 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>

	<p>these organizations.</p> <p>3.2 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>4.1 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>4.2 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>4.3 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>4.4 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>5.1 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>5.2 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	6.1 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	7.1 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	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: 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	9.1 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	10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB. 10.2 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. 10.3 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. 10.4 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.
11. Price Schedule	11.1 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. 11.2 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	12.1 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. 12.2 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>12.3 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>12.4 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>12.5 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>13.1 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>14.1 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>14.2 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>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 15 herein in respect of submitting only one Bid.</p> <p>14.4 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>14.5 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>14.6 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>14.7 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>15.1 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>15.2 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>16.1 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>16.2 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>17.1 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>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 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>18.1 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>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 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>19.1 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>19.2 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>20.1 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>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
21. Pre-Bid Conference	<p>21.1 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>

C. SUBMISSION AND OPENING OF BIDS

22. Submission	<p>22.1 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>22.2 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>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and 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>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; 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>22.6 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>23.1 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>23.2 UNDP shall not consider any Bid that is received after the deadline for the</p>

	submission of Bids.
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 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>24.2 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>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 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>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 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>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
D. EVALUATION OF BIDS	
26. Confidentiality	<p>26.1 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>26.2 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>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination including Eligibility Arithmetical check and ranking of bidders who passed preliminary examination by price. Qualification assessment (if pre-qualification was not done)

	<ul style="list-style-type: none"> a) Evaluation of Technical Bids b) 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	28.1 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.
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 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	30.1 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.
31. Due diligence	<p>31.1 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

	<p>works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
32. Clarification of Bids	<p>32.1 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>32.2 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>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
33. Responsiveness of Bid	<p>33.1 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>33.2 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, Repairable Errors and Omissions	<p>34.1 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>34.2 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>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <p>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall</p>

	be rejected.
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1 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	38.1 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	39.1 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	40.1 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	41.1 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	42.1 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	43.1 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	44.1 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	45.1 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: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
46. Other Provisions	<p>46.1 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>46.2 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>46.3 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 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)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	<p>Will be Conducted</p> <p>Time: 2:30PM Nepal Standard Time Date : July 12, 2018 Venue : UN House, Pulchowk, Lalitpur, Nepal</p> <p>The UNDP focal point for the arrangement is: Procurement Unit, UNDP Nepal Telephone: 977-1-5523200 E-mail: registry.np@undp.org</p>
5	16	Bid Validity Period	90 days
6	13	Bid Security	<p>Required in the amount of USD 135,000.00 or equivalent to NPR. 14,600,000.00</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> ▪ Bank Guarantee (See Section 8 for template) ▪ Any Bank-issued Check / Cashier's Check / Certified Check
7	41	Advanced Payment upon signing	Not Allowed

		of contract	
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Not Required
10	12	Currency of Bid	United States Dollar OR Local Currency: Nepalese Rupees
11	31	Deadline for submitting requests for clarifications/ questions	7 (seven) days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Unit, UNDP Nepal Address: UN House, Pulchowk, Lalitpur, Nepal E-mail address: query.procurement.np@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website: http://www.np.undp.org/content/nepal/en/home/operations/procurement.html
14	23	Deadline for Submission	24 July 2018, 12:00 Noon, Nepal Standard Time
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> Courier/Hand Delivery
15	22	Bid Submission Address	United Nations Development Programme (UNDP) Nepal Ref: UNDP/ITB/01/2018 Registry, UN House, Pulchowk Lalitpur, Nepal. <u>Tel: 977-1-5523200</u>

16	22	Electronic submission (email or eTendering) requirements (Not applicable)	
17	25	Date, time and venue for the opening of bid	Date and Time: July 24, 2018 4:00 PM Venue: UN House, Pulchowk, Lalitpur
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	<i>September 1, 2018</i>
20		Maximum expected duration of contract	Participating UN Agencies shall enter into a Long Term Agreement (LTA) with the selected vendor/s for a period of two years, with the provision of extension for one additional year, based on satisfactory performance.
21	35	UNDP will award the contract to:	One or more Proposers, depending on the following factors : Due to the volume and large number of transactions for the travel services required, UN Agencies may select one or more proposers for efficient and reliable travel services, subject to placement of orders is determined through a secondary competition.
22	39	Type of Contract	Purchase Order and 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	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the ITB must be cited here, and any further entries that may be added below this table row]</i>
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Section 4. Evaluation Criteria

7.4.3 UNBID MUST BE OBTAINED BEFORE BIDDING

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:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security (if required) submitted as per ITB requirements with compliant validity period

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	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	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	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	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	<ul style="list-style-type: none"> ▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer ▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ▪ Export/Import Licenses, if applicable 	Form B: Bidder Information Form

	▪ Bidder must be IATA member	Certificate/evidence for Accredited IATA member should be submitted.
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 3 (three) years of relevant experience.	Form D: Qualification Form
	Minimum 3 (three) contracts of similar nature implemented over the last 3 (three) years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	
Financial Standing	Minimum average annual turnover of USD 1 million for the last 3 years. The current ratio of the last financial year should not be less than 1. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form

Detailed Technical and Financial Evaluation

TECHNICAL EVALUATION		
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance	Form E: Technical Bid Form (Terms of Reference)
FINANCIAL EVALUATION		
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.	Form F: Price Schedule 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.

	Comparison with budget/internal estimates.	

Section 5a: Terms of Reference (ToR)

Terms of Reference (TOR) Travel Management Services

1.0 Introduction:

The United Nations wishes to solicit Proposals from Travel Agencies/Travel Management Companies capable of providing Travel Management Services, including air travel reservations, ticketing and related information reporting services to United Nations Organizations in Kathmandu, Nepal. The participating UN Agencies are namely United Nations Development Programme (UNDP), United Nations Children's Fund (UNICEF), United Nations Population Fund (UNFPA), Food and Agriculture Organization (FAO), World Food Programme (WFP), World Health Organization (WHO), International Labor Organization (ILO), United Nations Children Fund-Regional Office from South Asia (UNICEF-ROSA), UN WOMEN (UNWOMEN), United Nations High Commissioner of Refugees (UNHCR), United Nations Educational, Scientific and Cultural Organization (UNESCO) and other interested ones.

These organizations as a whole will be hereinafter referred to as "the UN organizations", and individually as "each UN organization" or their own acronyms, "the UNDP", "the UNICEF", "the UNFPA", "the FAO", the "WFP", the "WHO", the "ILO" the "UNICEF-ROSA" "the UNWOMEN", "the UNHCR", "the UNESCO" etc. The Travel Agencies/Travel Management Services Company will be hereinafter referred to as "the TMS Contractor".

The Terms of Reference (TOR) describes the responsibilities to be undertaken by the successful contractor. It is anticipated that each Organization will establish its own separate Contract with the successful contractor and manage and pay for the services that it receives.

The TMS Contractor will perform the core activity of providing travel related services to United Nations staff. These are delineated under the Section below "Services related to Core TMS activities". The Section entitled "Method of Operation" describes the fashion in which the UN wishes the TMS operator to provide the services. In addition, the Section entitled "Management Information Reporting" describes the UN's requirements for the TMS contractor to provide all related reports. Finally, the last Section entitled "Other Terms" describes some other related contractual terms.

PART I

Services Related To Core Travel Management Services (TMS) Activities

1. **General Description:** The TMS Contractor shall provide all personnel, equipment, systems, materials, supervision, and other items and services necessary to perform comprehensive travel management services as defined herein.
 - a) The TMS Contractor will comply with all aspects of the UN's travel policy as defined in **Annex B** and as advised by each organization (each organization has variants of this policy) or as revised periodically by the UN organizations.
 - b) The TMS Contractor shall book all reservations for Official Travel at the Net Cost that are consistent within the entitlement of the applicable travel policy including negotiated rates, with UN's preferred suppliers. The payment to the travel agent would be based on Net fair plus the travel agent fee.
 - c) The TMS Contractor will verify all itinerary data, class service and airfare amounts prior to releasing travel documents.
2. **Travel Reservations:** The TMS Contractor shall provide core travel reservations and ticketing services for all official travel (and personal travel booked in conjunction with official travel if authorized). The TMS Contractor will process all requested airline, hotel, car rental, rail and sea reservations in compliance with the UN travel policy using the UN preferred carriers.
3. **Assistance with Hotel/Conference Facilities and Vehicle Booking:**

Assist with booking hotels and conference facilities:

- a) Provide, as and when required car, minivan and bus rentals at established and proven competitive rates.

- b) Provide hotel confirmation notices in accordance with the UN procedural requirements. When requested, the TMS Contractor will notify the UN field offices of booking requests. Those offices will assist in confirming such hotel reservations.
 - c) Provide, as and when required, car, minivan and bus rentals at established and proven competitive rates.
4. **Use of most Direct Lowest Fare:** The TMS Contractor will fare all itineraries in accordance with the UN travel policy using all carrier-approved fare construction principles, including one-way ticketing. All itineraries will be priced by the TMS Contractor's own international rate specialists, in addition to carrier rate desks. Whenever possible, the TMS Contractor will offer the traveller lower Net Cost alternatives to specific itineraries requested using alternate airlines and/or routings in compliance with the UN policy. Each alternative will be itinerary-specific and include estimated savings available. The UN organizations reserve the right to require the use of specific airlines offering negotiated discounts to the UN. The TMS Contractor may be required to enter into Corporate Agreements with Airlines for discounted fares for the UN Organizations.
 5. **Ticket Issuance:** The TMS Contractor will issue tickets either for pick up by Organization travellers' or their authorized representatives. Tickets and other travel documents will be available in accordance with the standards agreed to with the TMS Contractor, but no less than two (2) business days before date of departure. Under no circumstances will the TMS Contractor release a ticket to a traveller on official travel without a properly approved travel authorization (TA).
 - a) A copy of the itinerary is to be included in the final documentation. This itinerary shall include the name, phone number, rate, confirmation number and location of hotels booked by the TMS Contractor at each location as well as amounts of Personal Portions (that proportion of the travel undertaken by the traveller for which the organization bears no responsibility and which will be paid for directly by the traveller). The TMS Contractor shall, where applicable, provide all travellers with last seat availability, advance seat assignments, and advance boarding passes on all airlines for which the TMS can offer these services.
 - b) The TMS Contractor will notify travellers when documents are ready for pick-up.
 6. **Void and Refunds:** The TMS Contractor will void tickets where possible to avoid a charge to the UN Organizations. Where complete refunds are obtained, the TMS Contractor will process the refund within the reporting week received. The TMS Contractor will process partial refunds requiring fare calculation as expeditiously as possible and within 30 days of receipt.
 7. **Unused Non-Refundable Tickets:** The TMS Contractor will provide the UN with a report showing all unused non-refundable tickets. The TMS Contractor will put information in traveller profiles regarding the value of unused non-refundable tickets and will adopt procedures to assist travellers in using the value of such tickets.
 8. **Amenities:** The TMS Contractor will advise travellers' of any carrier-provided amenities, including but not limited to limousine transfers or complimentary stop-overs paid by carrier (STPC) hotels.
 9. **Travel Restrictions and Security Clearances:** The TMS Contractor will store and update monthly travel advisory information.
 10. **Excess Baggage:** The TMS Contractor will advise travelers' of excess baggage rules and fees, which may vary with the country of origin.
 11. **Insurance:** Provide information about insurance and baggage insurance, if requested.
 12. **Emergency Support:** The TMS Contractor will conduct Passenger Name Record (PNR) searches and traveller's notifications as directed by the UN in cases of hijackings, coups, bombings, natural disasters, and other security-related incidents. The TMS Contractor shall render other specialized assistance as required by the UN in emergency situations. The TMS Contractor will provide additional assistance as requested by the UN in such situations and comply with all applicable restrictions and regulations imposed by the UN.
 - a) The TMS Contractor will have the capability to operate within 24 hours from an offsite location in case of an emergency.
 - b) The TMS Contractor will be able re-route calls to an alternate location staffed with cross-trained personnel.
 - c) The TMS Contractor will further provide afterhours contacts for key management personnel as mutually agreed.

13. **Travellers' Profiles:** The TMS Contractor will create and update travellers' profiles for frequent travellers and verify the information with the traveller at the time each new booking is initiated.
14. **Budget Assistance:** The TMS Contractor will provide each UN organization with information to assist the UN in developing travel expense budgets by providing fare estimates and related impact analyses as per UN organization.
15. **Customer Satisfaction:** The TMS Contractor will provide customer satisfaction survey content for review by the UN and develop lists of frequent travelers and otherwise cooperate with periodic satisfaction surveys conducted by the UN.
16. **Complaint Tracking and Resolution:** The TMS Contractor will respond to all complaints by investigating and explaining, in writing, their underlying cause. Final response to travellers will explain the causes of the problem and detail specific steps that have been taken or will be undertaken to prevent recurrence of the problem. The TMS Contractor will make a good faith effort to resolve disputes and misunderstandings in favour of the UN travel management and UN travellers. The copies of all complaints received and the TMS Contractor's written responses should be provided to the designated travel manager of each UN Organization and/or at the request of that manager, held for review and summarized during quarterly performance reviews. The Organization may also request that the TMS contractor keep a log of all other service comments received from travellers and share that log with the UN. Reports must distinguish between TMS Contractor errors and other types of incidents.
17. **Assistance at Meetings:** Support of UN meetings held in United Nations facilities in regards to flight reservations and/ or change of reservations during the course of the meeting may be requested.
18. **Personal Travel:** Upon request by a staff member, the TMS Contractor may assist the UN's personnel and their dependents in arranging personal travel at the lowest applicable fares and rates or as otherwise requested, consistent with each traveller's requirements. The UN is not to be involved in any way in personal travel arrangements. Collection of amounts due and any refunds for these personal travel legs are to be arranged directly between TMS Contractor and the UN's personnel and collected prior to releasing the ticket. In the event personal travel is undertaken in conjunction with official travel, the TMS Contractor will clearly document the cost and routings of personal portions of combined trips on all itinerary/invoices, and provide Management Information Systems (MIS) reports on such trips when requested by the UN. The TMS Contractor will ensure that arranging personal travel does not interfere with arranging official travel.
19. **Negotiation of Fares and Rates:** The UN negotiates on its own behalf for special air and hotel discounts and shall be free to negotiate such arrangements, including net rates, with all suppliers under this Contract and /or request the TMS contractor to negotiate on behalf of the UN. However, as an initial task, it is expected that the TMS Contractor, in collaboration with the UN Organizations, carries direct negotiation with airlines based on travel volume of all UN agencies in Nepal leading to the establishment of long-term airline agreements detailing special discounted UN rates, access to business lounges, upgrades, priority check-in, etc. Upon request of the UN, the TMS Contractor may be called upon by the UN to provide data or other assistance to support such negotiations including, but not limited to, evaluation of travel patterns to identify opportunities for improved discount negotiations; to assist the vendor contacts; and to provide special MIS reports. The TMS Contractor will administer fares and rates obtained through such direct UN negotiation. Under no circumstances will the TMS Contractor act on behalf of the UN in any contract negotiations without the UN's expressed authority. In addition, the TMS Contractor should continuously provide assistance to support these long-term agreements through evaluation of travel patterns. The TMS Contractor would be looked at as the business consultant of the UN Account and as constantly identifying opportunities for improved discounts and benefits.

TMS Company should transfer the discount offered by airlines in full to the UN. The travel agent should provide the list of airlines providing the commission and list of airlines offering discount to UN. Such list to be attached as separate Annex in the Proposal.

Messenger services

20. **Ticket Delivery:** The TMS Contractor will deliver tickets to travellers at their Offices, residences or Tribhuvan International Airport
21. **Airport Meet and Greet:** The UN arranges airport meet and greet assistance for eligible senior UN officials/visitors at the Tribhuvan International Airport. On other occasions, the UN may request assistance with this with the travel agent.

Operational Support

22. **Clerical support – Visas:** Assist the Visa Unit in the UN Organization, in terms of the provision of the TMS Contractor supplied, suitably qualified clerk, with all travel documents including visa applications and passport renewals as and if directed/requested

by each UN organization. The TMS Contractor will research and advise on document requirements based on the travellers' nationality and destinations. Under the UN supervision, the TMS Contractor provided clerk will obtain all necessary travel documents, including visas and national passports required for travellers, unless a personal appearance is required to obtain such documents.

23. **Clerical support – Travel:** Assist the UN Organizations in the form of the provision of one contractor supplied, suitably qualified clerk, any required messenger support for the Travel unit of the UN Organizations.

PART II

Method of Operation

24. **Technology and Telecommunications:** The TMS Contractor will provide all telecommunications and reservations technology as required to support all services under this Contract.

The telephone reservations capability shall involve, at a minimum, an Automated Call Distribution System (ACD) at the on-site office.

- a) The TMS Contractor will produce and maintain complete telephone performance reports for each location and/or for the UN Account as a whole.
- b) The TMS Contractor will support the UN initiatives to decrease the percentage of bookings made during face-to-face meetings and migrate toward a greater use of the telephone and other electronic means for planning travel. The TMS Contractor will assist in communicating the benefits of other methods of travel booking to travellers. The successful TMS Contractor shall have the capability to serve travellers requesting in person reservations assistance either walk-in or by appointment as well as by telephone or by electronic methods such as e-mail or fax. It is understood that the UN cannot warrant the percentage of trips that will be processed through various means. The TMS Contractor should have contingency plans for handling changing volumes. The TMS Contractor will maintain records of transactions conducted in person, by telephone, by email and by fax and provide reports on trends in booking methods to the UN on request.
- c) The TMS Contractor shall provide capabilities to produce cameras and passport photographs at the on-site location.

25. **Responsiveness to clients' request:**

- a) The TMS Contractor will acknowledge walk-in travellers within one (1) minute of arrival and estimate the maximum waiting time based on volume at the time. The TMS Contractor will provide assistance within the maximum time specified.
- b) The TMS Contractor will answer at least eighty per cent of telephone calls within twenty seconds.
- c) The TMS Contractor will accept reservations and requests for travel information through electronic mail. All travel counsellors will have e-mail access. All e-mail requests will be responded to within two hours of receipt during normal business hours. Whatever the form of request, the overall turnaround time between the request and the proposed booking shall be as follows: 1) for requests before 12 p.m., a reply before close of business of the same day and 2) for requests after 12 p.m., a reply by 9 a.m. the following day.

Payment for Official Travel

26. 32. **Invoices:** The contractor shall provide automated invoices for each UN organization, on a monthly basis or as requested by the UN organizations.
27. 33. **Refunds:** The TMS Contractor shall process any refunds due to the UN for unused or lost tickets, Miscellaneous Charge Orders (MCOs), unused PTAs (Prepaid Ticket Advice) and downgrades. The TMS Contractor will void and/or reissue tickets whenever possible instead of refunding.

Payment for Personal Travel Portions

28. 34. **Billing to Individuals for Personal Travel Portions:** All charges associated with personal travel portions of official trips, including all transportation and fees for passport and visa services, shall be billed directly to travellers and excluded from invoices presented to the UN. The UN will not be liable for expenses related to personal travel portions and reserves the right to audit all travel records to verify the accuracy of allocated costs between official and personal charges.
29. 35. **Forms of Payment Accepted for Personal Travel Portions:** The TMS Contractor shall accept all major credit cards and personal checks for such personal expenses.
30. 36. **Point of Sale Charge for Personal Travel Portions:** The TMS Contractor will provide a mechanism for allocating costs for personal portions to individuals and charging them at the point of sale. The mechanism for allocating costs will provide for automated tracking and reconciliation.

Personnel

31. **General Requirements for Personnel:** The TMS Contractor shall provide adequate number of personnel to cater to the needs of the UN Agencies. There must be a focal person for both International and Domestic travel tickets with their back ups. The personnel should provide prompt, courteous, efficient and uninterrupted service. All staff assigned to the UN account shall be fluent in oral and written English. Fluency of the TMS contractor's staff in other official UN languages will be viewed as an enhancement. Depending on the travel volume, the TMS will review the number of personnel assigned to the UN Account in order to provide uninterrupted services. The TMS Contractor will be held responsible for the outputs of its staff.
32. **Subcontracting of Personnel:** The TMS Contractor will not subcontract any services without prior express permission from the UN.
33. **Staffing Levels – Scheduling:** The TMS Contractor shall use all appropriate means, including computerized scheduling routines, to anticipate peak booking periods and adjust it's staff accordingly. Cross-trained staff may also be used as necessary to assist in meeting periods of peak travel service demand.
34. **Cross-Utilization of Personnel:** The TMS Contractor shall augment and/or cross utilize personnel as necessary to meet all service standards at all times, including during both daily and annual peak travel periods. It is expected that the TMS Contractor will arrange shifts in a manner that will minimize the need for overtime. Hours of operation mentioned in this contract refer only to hours available for direct traveller access.
35. The TMS Contractor shall not compensate or incite employees in any manner that would encourage them to increase the cost of UN travel, or that would otherwise be inconsistent with UN policies and objectives.
36. **Training for Personnel:** The TMS Contractor will provide training annually (or more frequently as needed) on UN policies, procedures, programmes, international fares and rates, GDS skills and customer service in a multi-cultural environment.

Programme and Account Management

TMS Contractor shall advise and consult with the UN regarding all matters reasonably pertaining to business travel, including best practices.

37. **Account Manager:** The TMS Contractor shall provide an Account Manager to act as the liaison for the UN to answer any questions in regards to TMS Contractor Services and to coordinate tactical and strategic initiatives for the UN.
38. **Identifying Savings Opportunities :** The TMS Contractor shall assist the UN in monitoring saving opportunities ; provide advice/recommendations on discounting for air, hotels, car, groups and meetings, restriction waivers, Internet fares, and other techniques to reduce travel expenses; and provide benchmarking of savings and practices for air, hotel and car based on other large TMS Contractor customer programmes;
39. **Performance Reviews :** The TMS Contractor shall offer quarterly or more frequent performance reviews to evaluate and discuss contract management, including service and savings objectives, industry trends, specific service issues, travel policy and performance benchmarks.
 - a) The TMS Contractor will provide proposed detailed agenda at least two weeks prior to the meeting. The UN will add to the agenda as appropriate.

- b) After each meeting, the TMS Contractor will submit a follow up report detailing actions and proposed timetables for improving service. Each subsequent review meeting will begin with a review of the TMS Contractor's progress in meeting commitments from prior performance reviews.
- 40. **Senior Management Participation:** The TMS Contract shall make representatives of senior management, otherwise not dedicated to the UN account, available for quarterly meetings. The TMS Contractor should identify the name and title of the senior manager responsible for the programme, with at least one back up individual.
- 41. **Service Performance Quarterly Meetings:** The TMS Contractor will attend meetings on a quarterly basis, or on another schedule set by the UN, to review the following aspects of service performance:
 - a) Service Levels and Standards, including Customer Satisfaction: The TMS Contractor will present reports which address performance against all agreed service standards. The goal of such discussions will be to agree on appropriate responses to specific situations and identify overall trends and opportunities to improve services and to agree on corrective action plans as needed.
 - b) Service Costs and Productivity Issues: The TMS Contractor will review costs and revenues associated with the account; productivity of specific individuals and groups; and all other cost drivers for the account. The parties will discuss opportunities for reducing direct costs and agree upon appropriate actions to streamline operations without reducing service levels or satisfaction. Upon request, the TMS Contractor will provide a separate analysis of performance against budget for any one or more UN Organizations and for the UN account as a whole.
 - c) Within four business days following each such meeting, the TMS Contractor will submit minutes of the meeting which specifically identify all agreed-upon actions to be undertaken by the TMS Contractor or the UN, together with specific timelines for each deliverable.
 - d) Prior to each meeting, the TMS Contractor will prepare an agenda which summarizes the primary topics and objectives of the meeting as well as the status of all pending deliverables. The TMS Contractor will e-mail the agenda to the Travel Managers at least 2 days in advance of the meeting.

Account Management

The TMS Contractor shall provide account management support including, but not limited to:

- 42. **New Products and Services:** The TMS Contractor will advise the UN of new TMS Contractor travel products and services and new third party travel products and services.
- 43. **Management Information (MI) Report Production:** Provide analysis of MI reports and impact on the UN's travel management programme.
- 44. **Business Plan and Resulting Key Performance Indicators (KPIs),** including a timeline for accomplishing specific objectives. The intent of these documents shall be to identify areas of the UN's travel programme that can be targeted for savings/improvement and the associated cost and timelines associated with each task. The parties will revise the Business Plan periodically as mutually agreed. The TMS Contractor will provide monthly progress reports on performance against the Business Plan.
- 45. **Performance Reviews:** In addition to internal measurements of performance, the UN retains the right to require independent evaluation of the TMS Contractor's performance. The UN may contract independent third parties to audit TMS Contractor service levels and/or to support efforts to manage the TMS Contractor. The TMS Contractor will cooperate fully with any third party audit and agrees that all information shared with the UN may be shared with the contracted third party contractor.
- 46. **Financial Audit:** The UN will require that the TMS Contractor retain all financial documents related to the cost and revenues of its account for a period of at least five calendar years following the termination of any agreement with the TMS Contractor. The UN will have the right to audit any of these financial records or documents at any time during the TMS contract and for five years beyond its expiration. In the event that any financial audit identifies revenues which the TMS Contractor failed to credit properly or errors in reporting expenses, then the TMS Contractor agrees to reimburse the UN for any such shortfall or overage, plus the cost of the audit, plus interest on the amount of such discrepancy dating to the original discrepancy. Interest will be calculated at 9% per annum.

If needed for audit purpose, the Travel agent should be able to share the information to prove that the offered price is based on Net Pricing.

47. **Fare Audits:** The TMS Contractor agrees to cooperate with periodic independent audits of airfares offered. The TMS Contractor will reimburse the UN for any amounts by which fares offered to travellers have exceeded the lowest applicable fare identified by the third party auditor within the context of UN travel policy.
48. **Errors :** If the percentage of errors discovered for a particular period exceeds two percent, the UN will multiply the average dollar amount of the errors discovered by the audit by the percentage of passenger name records (PNRs) containing errors and the total transactions for the period. The TMS Contractor will reimburse the UN for this amount. To illustrate, if the average error is \$50 and the error occurs on 3% of all PNRs, the amount due for a period with 1,000 transactions would be \$1,500 (\$50 times 3% times 1,000).
49. **Pro-active Service Evaluation Programme:** The TMS Contractor shall maintain an independent service evaluation programme to identify and prevent problems before they inconvenience travellers. The TMS Contractor shall also provide an annual evaluation of opportunities to reduce operating costs.

PART III **Management Information Reporting**

50. **Management Information Reporting System:** The TMS Contractor shall provide a management information reporting system capable of producing for each UN organization all management information reports specified by the UN, as well as additional customized reports which may be requested during the Contract period.
51. **MIS Standard Reports:** The MIS system must be capable of producing reports and provide data in spreadsheet format on the following:
 - a) Travel Volume and Costs – for the entire UN Account and/or individual UN – tickets issued and refunds processed; average ticket price; top city pairs; class of service; and hotel and car rental bookings.
 - b) Fare savings through use of negotiated fares and creative ticketing by market and by carrier.
 - c) Airline market share overall and by top destination.
 - d) Bookings and utilization of discounts for by country, city, property and chain; number of reservations and room nights booked; shows savings achieved through negotiated rates; contractor should be able to report on percentage of hotel bookings using negotiated rates;
 - e) The UN may require the TMS Contractor to offer new reports, information systems, updated formats, or to modify existing reports.
 - f) Existing reports will be modified within two weeks of request when all data required for a new report is available in the systems used by the TMS Contractor.
52. **Pre-Trip Reports:** The UN requires pre-trip data showing the current status of all reservations in addition to ticketed data, including traveller's location. Upon request, the TMS Contractor will provide daily or emergency reports indicating the whereabouts of all Organization travellers sorted by UN Agency. The TMS Contractor will produce emergency reports within two hours of request.
53. **Contractor Prepared Reports via e-mail:** Upon request, the TMS Contractor will prepare reports and send them to the designated UN personnel via e-mail.
54. **Special Reports:** The TMS Contractor will prepare special reports and analysis to assist the UN in reconciling retroactive discounts or rebates received directly from the airlines to UN ticket purchases.
55. **Additional Reports:** The UN may request additional reports at any time during the term of its agreement and the TMS Contractor will provide such reports on terms to be agreed at the time of implementation of the contract.

56. **Summary of Data:** All data must be capable of being sorted and shown separately for each Organization and summarized for the entire UN Account.
57. **Refund Report:** The TMS Contractor will provide the UN with a weekly refund report broken down per UN organization that lists all tickets for which refunds have been applied or credited, as well as Miscellaneous Charge Orders (MCOs) that have been issued for partially refunded tickets in an electronic format acceptable to the UN. The TMS Contractor will notify the UN of all savings achieved through downgrades of tickets for official travel. The TMS Contractor will also provide reports on the total amount of charges in dispute.

Performance Reporting

TMS Contractor will provide the following reports on the performance of its agents dedicated to the UN.

58. **Telephone Performance Report:** including number of calls taken and percentage of calls answered within twenty seconds for the entire UN Account, specific locations, and individual counsellors. Weekly reports should also include a breakdown of call response time by half hour segments;
59. **Reports of Response Time to E-Mail Reservation**– highlights failure to meet contract standards;
60. **Report of Time to In-Person Reservations.** With separate report on walk-in and appointment transactions;
61. **Report of Passport/Visa Activities** – number of trips for which the TMS Contractor advised travelers of passport or visa-related requirement and actions taken;
62. **Report of Status of Refunds** – ongoing status report to allow tracking of refunds, identify stale credit requests and enable the UN to respond to inquiries from departments;
63. **Performance and Service Standard Reports** – showing the TMS Contractor performance against all agreed service metrics, including traveler surveys, reservationists' productivity, etc.
64. **Termination:** Either party may terminate any ensuing Contract, in whole or in part, upon one hundred and twenty days notice, in writing, to the other party. Settlement of Disputes will be detailed in the Contract itself.

In case the Net Fair is not offered by the travel agent and the cost of investigation should any audit is required will be charged to the Travel Agent.

65. **Transitional Service:** In the event any ensuring Contract is terminated for any reason other than termination by TMS Contractor for the UN's breach, or expires by its own terms and a successor travel management company is selected by the UN, the TMS Contractor will, if requested by the UN to do so, continue to provide services as provided for under this Contract, for a period of time not to exceed one hundred twenty) days (the "Transitional Services") effective on the first day following expiration of this Contract or the last day of the notice period defined above, (the "Transitional Service Period"). At the option of the UN, and on its specific request and with advance notice to the TMS Contractor, all or part of Transitional Services may be discontinued by the UN at any time upon no less than sixtydays prior written notice to TMS Contractor.
 - a) The TMS Contractor will use all reasonable efforts to cooperate fully in assuring the UN and its travellers with a continued and uninterrupted service during the transitional service period. The TMS Contractor will use commercially reasonable efforts not to reassign dedicated employees during the transitional service period in accordance with applicable law and to ensure an orderly and cost effective transition with no adverse impact on service levels required by the UN and its travellers. However, in the event that any TMS Contractor employee requests reassignment, the TMS Contractor may comply with such request without being in breach of this contract.
 - b) Subject to data protection requirements and to obtaining the necessary consents from travellers to transfer personal data to a new supplier, at the request of the UN and at no cost to the UN, other than costs imposed by third parties, such costs

requiring advance notice to and approval by the UN, the TMS Contractor will transfer and/or provide access to the UN and/or its designated successor travel management company or companies all the UN travel data including passenger name records ("PNRs") and profiles in the format as such data appears on the TMS Contractor's systems. Unless agreed otherwise by the UN, the TMS Contractor will not ticket the UN traveller PNRs for travel booked more than one month after the transition in which the successor travel management company commences service for the UN, including, but not limited to, UN meetings and group travel.

- c) The TMS Contractor may at its option release dedicated staff willing to stay with the UN's account and requested by the UN from any restrictive employment agreements, subject to local laws. Except as may be required by local laws and except for third party imposed fees or costs which have been approved and accepted by the UN, the TMS Contractor will not impose on the UN or the successor TMS Company, any special or additional fees or costs involved in or related to the transfer of Services, including but not limited to, equipment de-installation, severance for employees, leasehold obligations, data transfer or handoff, management time cooperating with the new travel company, or other time related to the orderly transfer of business to the new travel management company.

Disclaimers

- 66. **No Minimum Guarantee:** The UN will not guarantee any minimum quantity of travel purchases under any subsequent Contract.
- 67. **No Exclusivity:** Although it is the UN's intent to use a single TMS Contractor, the UN reserves the right to enter concurrently into additional contracts with other travel agencies, airlines or suppliers of services for any or all of the services covered by the Contract.

Section 5b: Other Related Requirements

Further to the Schedule of Requirements/Terms of Reference 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: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	Choose an item.
Exact Address of Delivery/Installation Location	Click here to enter text.
Mode of Transport Preferred	Choose an item.
UNDP Preferred Freight Forwarder, if any ²	Click here to enter text.
Distribution of shipping documents (if using freight forwarder)	Click here to enter text.
Customs, if required, clearing shall be done by:	Choose an item.
Ex-factory / Pre-shipment inspection	Click here to enter text.
Inspection upon delivery	Click here to enter text.
Installation Requirements	Click here to enter text.
Testing Requirements	Click here to enter text.
Scope of Training on Operation and Maintenance	Click here to enter text.
Commissioning	Click here to enter text.
Warranty Period	Click here to enter text.
Local Service Support	Click here to enter text.
Technical Support Requirements	Click here to enter text.
After-sale services Requirements	<input type="checkbox"/> Warranty on Parts and Labor for minimum period of _____ <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance /repair <input type="checkbox"/> Others <i>[pls. specify]</i>
Payment Terms (max. advanced payment is 20% as per UNDP policy)	Choose an item.
Conditions for Release of Payment	<input type="checkbox"/> Pre-shipment inspection <input type="checkbox"/> Inspection upon arrival at destination <input type="checkbox"/> Installation

²A factor of the Incoterms stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

	<input type="checkbox"/> Testing <input type="checkbox"/> Training on Operation and Maintenance <input type="checkbox"/> Others <i>[pls. specify]</i> <input type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	Choose an item.

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/Bill of Quantities	<input type="checkbox"/>
▪ Form G: Form of Bid Security	
▪ [Add other forms as necessary]	<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 goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] 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 subcontractors 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 goods and 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.

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 demonstrates 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	Name and Title: [Complete]

contact for requests for clarifications during Bid evaluation	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 printed brochures and product catalogues relevant to the goods and/or services being procured ▪ Certificate of Incorporation/ Business Registration ▪ 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 ▪ VAT Registration Certificate ▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney. ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years. ▪ Statement of Satisfactory Performance from the top three clients for similar contracts. ▪ Certificate/Evidence for Accredited IATA member ▪ CVs of Operations Manager, Travel Counsellors and International Rate Specialist.

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

<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)

<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

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	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) for the years required above complying with the following condition:

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- 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

Note to UNDP [MUST BE DELETED BEFORE POSTING]

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, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

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

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

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

Services to be provide and Terms of Reference (ToR)	Your response				
	Compliance with technical specifications		Delivery Date <i>(confirm that you comply or indicate your delivery date)</i>	Quality Certificate/Export Licenses, etc. <i>(indicate all that apply and attach)</i>	Comments
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>			
International Travel				NA	
Domestic Travel				NA	
Protocol related services				NA	

Other Related services and requirements <i>(based on the information provided in Section 5b)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
e.g. Delivery Term	NA	NA	NA
Warranty	NA	NA	NA
Local Service Support	NA	NA	NA

SECTION 3: Management Structure and Key Personnel

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

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]

Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i>
	<ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
	Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: Price Schedule Form

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

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

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

Currency of the Bid: [Insert Currency]

Price Schedule

S.N.	Description	Unit	Estimated Quantity per year	Rate	Amount
1	Management Fee per Ticket. Please quote a flat rate for all transactions and not percentage figure.				
a.	International Travel	No. of Tickets	1,498		
b.	Domestic Travel	No. of Tickets	2,414		
2	Processing fee for Protocol related services. Please quote a flat rate and not percentage figure	No. of VISA	500		
	TOTAL FEE PER YEAR				

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM G: Form of Bid Security

**Bid Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

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

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated Click here to enter a date, to execute goods and/or services [Insert Title of Goods and/or 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 if the Bidder:

- a) Fails to sign the Contract after UNDP 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 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 Bid 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

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]