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# INVITATION TO BID

## PROVISION OF TRAVEL SERVICES TO THE UN MONGOLIA

ITB No.: ITB-2018-001

Project: UNDP Mongolia Country office

Country: Mongolia

Issued on: 21 November 2018

## TABLE OF CONTENTS

<b>Section 1. Letter of Invitation.....</b>	<b>4</b>
<b>Section 2. Instruction to Bidders.....</b>	<b>5</b>
<b>A. General provisions.....</b>	<b>5</b>
1. Introduction.....	5
2. Fraud & Corruption, Gifts and Hospitality.....	5
3. Eligibility.....	6
4. Conflict of Interests.....	6
<b>B. Preparation of bids.....</b>	<b>7</b>
5. General Considerations.....	7
6. Cost of Preparation of Bid.....	7
7. Language.....	7
8. Documents Comprising the Bid.....	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder.....	7
10. Technical Bid Format and Content.....	7
11. Price Schedule.....	8
12. Bid Security.....	8
13. Currencies.....	8
14. Joint Venture, Consortium or Association.....	9
15. Only One Bid.....	10
16. Bid Validity Period.....	10
17. Extension of Bid Validity Period.....	10
18. Clarification of Bid (from the Bidders).....	10
19. Amendment of Bids.....	11
20. Alternative Bids.....	11
21. Pre-Bid Conference.....	11
<b>C. Submission and opening of bids.....</b>	<b>11</b>
22. Submission.....	11
23. Hard copy (manual) submission.....	12
24. Email and eTendering submissions.....	12
25. Deadline for Submission of Bids and Late Bids.....	12
26. Withdrawal, Substitution, and Modification of Bids.....	13
27. Bid Opening.....	13
<b>D. Evaluation of bids.....</b>	<b>13</b>
28. Confidentiality.....	13
29. Evaluation of Bids.....	14
30. Preliminary Examination.....	14
31. Evaluation of Eligibility and Qualification.....	14
32. Evaluation of Technical Bid and prices.....	14
33. Due diligence.....	15
34. Clarification of Bids.....	15
35. Responsiveness of Bid.....	15
36. Nonconformities, Repairable Errors and Omissions.....	16
<b>E. Award of contract.....</b>	<b>16</b>
37. Right to Accept, Reject, Any or All Bids.....	16
38. Award Criteria.....	16
39. Debriefing.....	16
40. Right to Vary Requirements at the Time of Award.....	16
41. Contract Signature.....	17
42. Contract Type and General Terms and Conditions.....	17
43. Performance Security.....	17
44. Bank Guarantee for Advanced Payment.....	17
46. Payment Provisions.....	17
47. Vendor Protest.....	17

48. Other Provisions.....	18
<b>Section 3. Bid Data Sheet.....</b>	<b>19</b>
<b>Section 4. Terms of Reference (ToR) .....</b>	<b>22</b>
<b>Section 5a: Bill of Quantities .....</b>	<b>35</b>
<b>Section 5b: Other Related Requirements.....</b>	<b>36</b>
<b>Section 6: Returnable Bidding Forms / Checklist.....</b>	<b>38</b>
Form A: Bid Submission Form.....	39
Form B: Bidder Information Form.....	40
Form C: Joint Venture/Consortium/Association Information Form.....	43
Form D: Eligibility and Qualification Form.....	44
Form E: Format of Technical Bid .....	46
Form F: Price Schedule Form (FINANCIAL MATRIX) .....	1
Form G: Bid security Form.....	1

## Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- 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

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 [bids.mn@undp.org](mailto:bids.mn@undp.org), indicating whether you intend to submit a Bid or otherwise. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Issued by

Approved by:

\_\_\_\_\_  
Name: B. Tsetsenbaatar

Title: Procurement Staff

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Daniela Gasparikova

Title: Deputy Resident Representative

Date: \_\_\_\_\_

## Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
<b>1. Introduction</b>	<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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></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 (<a href="http://www.ungm.org">www.ungm.org</a>). 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>
<b>2. Fraud &amp; Corruption, Gifts and Hospitality</b>	<p>1.5 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p>1.6 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>1.7 In pursuance of this policy, UNDP:</p> <p>(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>1.8 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></p>

<b>3. Eligibility</b>	<p>1.9 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>1.10 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
<b>4. Conflict of Interests</b>	<p>1.11 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>1.12 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>1.13 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> <li>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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>1.14 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>

## B. PREPARATION OF BIDS

<b>5. General Considerations</b>	<p>1.15 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>1.16 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>
<b>6. Cost of Preparation of Bid</b>	<p>1.17 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<b>7. Language</b>	<p>1.18 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
<b>8. Documents Comprising the Bid</b>	<p>1.19 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<p>1.20 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
<b>10. Technical Bid Format and Content</b>	<p>1.21 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>1.22 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p><b>1.23</b> 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.</p> <p>1.24 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>

<b>11. Price Schedule</b>	<p>1.25 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>1.26 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
<b>12. Bid Security</b>	<p>1.27 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>1.28 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>1.29 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>1.30 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>1.31 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>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.</li> </ul> </li> </ul>
<b>13. Currencies</b>	<p>1.32 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>



**14. Joint Venture,  
Consortium or  
Association**

- 1.33 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
- 1.34 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
- 1.35 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
- 1.36 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
- 1.37 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
- 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.
- 1.38 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
- 1.39 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

<b>15. Only One Bid</b>	<p>1.40 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>1.41 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>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;</li> <li>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.</li> </ul>
<b>16. Bid Validity Period</b>	<p>1.42 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>1.43 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>17. Extension of Bid Validity Period</b>	<p>1.44 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>1.45 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>1.46 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
<b>18. Clarification of Bid (from the Bidders)</b>	<p>1.47 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>1.48 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>1.49 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>

<b>19. Amendment of Bids</b>	<p>1.50 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>1.51 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
<b>20. Alternative Bids</b>	<p>1.52 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>1.53 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
<b>21. Pre-Bid Conference</b>	<p>1.54 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>
<b>C. SUBMISSION AND OPENING OF BIDS</b>	
<b>22. Submission</b>	<p>1.55 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>1.56 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>1.57 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>

<b>23. Hard copy (manual) submission</b>	<p>1.58 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ul style="list-style-type: none"> <li>i. Bear the name of the Bidder;</li> <li>ii. Be addressed to UNDP as specified in the BDS; and</li> <li>iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ul> <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>
<b>24. Email and eTendering submissions</b>	<p>1.59 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</p> <p>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</p> <p>1.60 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></p>
<b>25. Deadline for Submission of Bids and Late Bids</b>	<p>1.61 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>1.62 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>

<b>26. Withdrawal, Substitution, and Modification of Bids</b>	<p>1.63 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>1.64 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>1.65 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>1.66 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
<b>27. Bid Opening</b>	<p>1.67 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>1.68 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>1.69 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<b>D. EVALUATION OF BIDS</b>	
<b>28. Confidentiality</b>	<p>1.70 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>1.71 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>

<b>29. Evaluation of Bids</b>	<p>1.72 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>1.73 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> <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>
<b>30. Preliminary Examination</b>	<p>1.74 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
<b>31. Evaluation of Eligibility and Qualification</b>	<p>1.75 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>1.76 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>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;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>32. Evaluation of Technical Bid and prices</b>	<p>1.77 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>

<b>33. Due diligence</b>	<p>1.78 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>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;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<b>34. Clarification of Bids</b>	<p>1.79 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>1.80 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>1.81 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
<b>35. Responsiveness of Bid</b>	<p>1.82 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>1.83 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>

<b>36. Nonconformities, Repairable Errors and Omissions</b>	<p>1.84 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>1.85 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>1.86 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>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.</li> </ul> <p>1.87 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>37. Right to Accept, Reject, Any or All Bids</b>	<p>1.88 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
<b>38. Award Criteria</b>	<p>1.89 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.</p>
<b>39. Debriefing</b>	<p>1.90 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.</p>
<b>40. Right to Vary Requirements at the Time of Award</b>	<p>1.91 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.</p>



<b>41. Contract Signature</b>	1.92 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.
<b>42. Contract Type and General Terms and Conditions</b>	1.93 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>43. Performance Security</b>	1.94 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> 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.
<b>44. Bank Guarantee for Advanced Payment</b>	1.95 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 <a href="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&amp;action=default">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&amp;action=default</a>
<b>45. Liquidated Damages</b>	1.96 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.
<b>46. Payment Provisions</b>	1.97 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.
<b>47. Vendor Protest</b>	1.98 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: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>

**48. Other Provisions**

- 1.99 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.
- 1.100 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.
- 1.101 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](http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer)

## 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	Will not be conducted
5	16	Bid Validity Period	120 days
6	13	Bid Security	Required in the amount of MNT 20,000,000 or USD7810
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Not Required
10	12	Currency of Bid	United States Dollar National companies may bid in Mongolian national currency MNT which will be converted into USD for bidding evaluation purposes.
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Tsetsenbaatar. B Address: Procurement and Admin unit, UNDP Mongolia UN House, UNDP, UN Street 14201, Sukhbaatar district,

			Ulaanbaatar, Tel: +976-11-327585 (1166), Fax: +976-11-329996 E-mail address: <a href="mailto:bids.mn@undp.org">bids.mn@undp.org</a>
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
14	23	Deadline for Submission	December 12, 2018 at 11:00 a.m GMT +8
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Submission by email
15	22	Bid Submission Address	Physical address: UNDP, UN House, UN Street 14201, Sukhbaatar district, Ulaanbaatar, Mongolia  or  Email: <a href="mailto:Bids.mn@undp.org">Bids.mn@undp.org</a>
16	22	Electronic submission (email) requirements	<ul style="list-style-type: none"> <li>▪ Format: PDF files only</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: 6 MB</li> <li>▪ Mandatory subject of email: ITB-2018-001 – Travel Service LTA – UNDPMON</li> <li>▪ Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: UNDP, UN House, 14 UN Street, Sukhbaatar district, Ulaanbaatar-14210, Mongolia,</li> </ul>
17	25	Date, time and venue for the opening of bid	Date and Time: December 12, 2018 11:30 AM Venue: Conference Room, 5th floor, UN House, 14 UN Street, Sukhbaatar district, Ulaanbaatar-14210, Mongolia
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>January 1, 2019</i>
20		Maximum expected duration of contract	The successful proposer shall be contracted for this purpose for an initial period of one (1) year and renewable for

			additional two (2) years, upon satisfactory evaluation of performance.
21	35	UNDP will award the contract to:	One or more Proposers, depending on the following factors : <ul style="list-style-type: none"> <li>- Technically qualified eligible bid;</li> <li>- Lowest priced;</li> </ul>
22	39	Type of Contract	Contract for Goods and/or Services for/to UN Entities <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
24		Other Information Related to the ITB	<i>This arrangement does not oblige UNDP to spend any monies. The Long-term price arrangement is a nonexclusive arrangement and UNDP has the right to purchase the same or similar services from other travel agent at its sole discretion as the situation may warrant. If services are required, UNDP will issue requests/Purchase orders from time-to time during the term of this one-year arrangement making reference to the one-year agreement.</i>

## Section 4. Terms of Reference (ToR)

### PROVISION OF TRAVEL MANAGEMENT SERVICES FOR THE UN AGENCIES IN MONGOLIA ON LONG TERM BASIS

22 October 2018

#### I. BACKGROUND

UNDP Mongolia as a lead Agency and on behalf of the participating UN Agencies (UNICEF, UNFPA, UNDP, WHO, FAO, ILO, UNDSS, UNOPS, IOM, UN HABITAT and UN Projects)<sup>1</sup> in Mongolia is undertaking a solicitation of bid proposal from Travel Agencies who are interested to provide various Travel Management Services regularly required by the UN Agencies. Travel, as referred to in the Terms of Reference, shall apply to all journeys of UN Agencies in Mongolia staff from one place to another for official business purposes. These official purposes include, but need not be limited to, the following:

- a) Official missions, meetings and various events;
- b) Home leaves, emergency travels, and educational leaves.
- c) Visit to project sites, by either UN agencies' staff, Government and counterparts, or other entities involved in execution of various UN Agencies funded undertakings.

The average volume of annual cost spent for tickets procured by the UN Agencies during year 2016 and 2017 is approximately 334,294 US Dollars, in which all expenses incurred for both international and domestic air travel are accounted as per below breakdown.

UN agencies	Total Air Travel Volume (combine Domestic & International)/USD	
	Year 2016	Year 2017
UNDP	132,328.00	139,331.00
UNICEF	31,419.96	23,171.07
UNFPA	52,426.00	39,801
FAO	107,532.74	89,144.13
ILO	10,576.03	33,481
IOM	5,114.20	4,263
<b>Total:</b>	<b>339,396.93</b>	<b>329,190.91</b>

These figures shall serve as indication of expected future business level, however these neither represent nor warrant that the selected Travel Agency will provide a guaranteed level of Travel Management Services hereunder, and UN Agencies in Mongolia do not guarantee any minimum quantity of Travel Management Services.

#### II. OBJECTIVE

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<sup>1</sup> UNICEF - The United Nations Children's Fund; UNFPA - The United Nations Population Fund; UNDP - The United Nations Development Programme; WHO - World Health Organization; FAO - The Food and Agriculture Organization; ILO - The International Labor Organization; UNDSS - The Department of Safety and Security; UNOPS - The United Nations Office for Project Services; IOM - International Organization for Migration; UN HABITAT - The United Nations Human Settlements Programme; UN projects

The objective of this bidding process is to conclude one Long Term Agreement(s) (LTAs) for the period of three (3) years for Travel Management with one most qualified and competent Travel Agents.

Those organizations as a whole will be hereinafter referred to as "the UN Agencies", and individually as "each UN Agency" or their own acronyms e.g. "the UNDP". The Travel Management Service Providers will be hereinafter referred to as "Travel Agent/s".

### III. DURATION OF CONTRACT

The successful proposer shall be contracted for this purpose for an initial period of one (1) year and renewable for additional two (2) years, upon satisfactory evaluation of performance. The estimated date of LTA commencement is 01 January 2019

### IV. UN/UNDP TRAVEL POLICY

The current air travel policy requires the Travel Agencies in all cases to book:

- a) the most economical route of travel from the place of origin to the official destination that does not exceed the most direct route by four (4) hours or more AND does not add a connection;
- b) the lowest available fares economy options and to research alternate itineraries (at least three options, if available) in order to provide the lowest appropriate fares, which satisfy the UNDP travel policies and mission requirements.

The travel policies embody the following basic principles which, however, are subject to subsequent revision:

- a) Where available, use of the lowest restricted and non-refundable fare (including penalty fares) is the preference;
- b) Full economy fares may be used if no appropriate reduced fares are available;
- c) Business class travel or equivalent may be applicable only in limited situations;
- d) Travel regulations prohibit first-class travel except for a few specific categories;
- e) The Travel Agency must be knowledgeable of and prepare to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate; Fares which entail restrictive conditions (such as penalties or stay-overs), however, shall only be booked with the express approval of UN Agencies in Mongolia;

The Travel Agency shall, where appropriate, attempt to obtain free business class and first-class upgrades for travelers of UN Agencies in Mongolia.

### V. SCOPE OF SERVICES, EXPECTED OUTPUTS AND PERFORMANCE STANDARDS

#### 1) Reservation and Ticketing

The products and services include, but are not limited to, the Travel Agency shall:

- a) For every duly approved UN Agencies Travel Authorization, travel agency shall immediately make offers and prepare appropriate itineraries and formal quotation based on the lowest fare and the most direct and convenient routing; if reservations made by the travel agency are not at the lowest available rate allowed, at the time of ticketing, the Travel Agency shall refund the difference to UN Agencies.
- b) In the event of loss, travel agency shall immediately replace airline tickets;

- c) In the event that required travel arrangement cannot be confirmed, travel agency shall notify UN Agencies of the problem and present minimum three (3) alternative routings/quotations for considerations;
- d) For wait-listed bookings, travel agency shall provide regular daily feedback on status of the flight;
- e) Travel agency shall reconfirm and revalidate airline tickets, re-issue tickets which are returned as a result of changed routing or fare structures and printed itineraries;
- f) Travel agency shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in printed and electronic format) showing the accurate status of the airline on all segments of the journey;
- g) Travel agency shall accurately advise UN Agencies of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- h) Travel agency shall provide information on airline tickets schedules;
- i) Travel Agency shall provide restricted Premium Class Service.
- j) The tickets reservation should exclude flights/airlines as per the latest UN Airline Safety List. Such restricted flights/airlines must be automatically taken out.
- k) Travel Agent shall not favor any particular carrier when making reservations and shall maintain excellent relations with all air carriers for the benefit of UN Agencies.
- l) For wait-listed bookings, the Travel Agent shall provide regular feedback every six (6) hours on the status.

## **2) Airfares and Airlines Routings/Itineraries**

- a) Travel Agency shall propose fares/airline routings and guarantee that it shall obtain the lowest available airfare for the journey concerned that such journeys shall be the most direct and economic routing, unless travel time exceeds nine (9) hours in duration with a maximum four (4) hours break between flight segments;
- b) Travel Agency shall ensure that tickets issued are in accordance with entitlements prescribed in UN Agencies Travel Authorization;
- c) Travel Agency shall assist UN Agencies travel Administrator in negotiating with airlines on preferred fare conditions for UN Agencies, such as ticketing deadlines to be as flexible as possible (i.e. until the date of commencement of travel);
- d) Travel Agency shall Advise market practices and trends that could result in further savings for UN including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting;
- e) The Travel Agency shall propose fares/airline routings in accordance with the latest UN Airline Safety List;

## **3) Travel Information / Advisories**

- a) The Travel Agency shall provide quick reference for requested destinations;
- b) The Travel Agency shall provide travelers with a complete automated itinerary document to include carrier(s), flight and voyage numbers, departure and arrival times for each segment of the trip, tax exempt information, etc.;
- c) The Travel Agency shall inform travelers, before booking confirmation, of flight/ticket restrictions, involuntary stopovers, hidden stops, and other possible inconveniences of the itinerary, required documentation for travels;
- d) The Travel Agency shall provide travelers with online and offline relevant information on official destinations, i.e. visa requirements, security procedures, airport transfers/land transportation facilities, local points of interest, currency restrictions/ regulations, health precautions, weather conditions, etc.;
- e) The Travel Agency shall promptly notify travelers, with sufficient time before departure and immediately when it becomes available, of airport closures, delayed or cancelled flights, security



procedure, health precautions, as well as other changes that will affect or will require preparations from travelers.

#### **4) Flight Cancellation / Rebooking and Refunds**

- a) The travel agency shall process duly authorized flight changes /cancellations when and as required;
- b) The travel agency shall immediately process airline refunds for cancelled travel requirements unutilized pre-paid tickets and credit these to the respective UN Agency as expeditiously as possible;
- c) The travel agency shall refund tickets within one (1) month only (shorter period than 1 month offered will be an advantage);
- d) The travel agency shall limit refund charges at airline rate only, i.e. no additional charges will accrue to the Travel Agency;
- e) The travel agency shall absorb cancellation and/or change reservation date charges which are due to no fault of the UN Agency or the traveler;
- f) The travel agency shall report back to the respective UN Agency on the status of ticket refunds.

#### **5) Emergency Travel**

- a) Travel agency shall assign one or several travel consultants that can be contacted to provide travel services in case of an emergency, outside working hours, weekend, absence of its focal travel consultants, national holidays or while the travel agency's office is closed and, for such purpose, the travel agency shall have communication channels accessible 24 hours a day for emergencies (fixed telephone line, mobile phone, etc.).
- b) The regular timetable shall be from 08.30 am to 05.30 pm, from Sunday to Thursday, providing services on a continuous basis. This shall exclude national holidays observed in the country.

#### **6) Availability of Other Products and Services as May Be Requested**

The Travel Agency, where applicable and upon request of the travelers, shall provide other services including, but not limited to, the following:

- a) Preferred Seating Arrangements/Upgrades
- b) Package Tours and Promotions for Personal Travel
- c) Excess Baggage/Lost Baggage
- d) VIP Services
- e) Ground Transportation/Car Rental
- f) Emergency Services, (e.g., sickness, injury, etc).
- g) Travel Insurance
- h) Lost Ticket/Travel Documents
- i) Visa arrangements
- j) Privileged Check-In Services/Use of Airline Lounge Facilities
- k) Hotel Reservations/Accommodations
- l) Meet and Greet Facilities
- m) Airport Assistance
- n) Management Reporting System: 1) Daily/Weekly/Monthly production statistics; 2) Monthly Carrier-Route-Fare Analysis; 3) Complaint Analysis

## **7) Management Reporting System**

Travel agency shall submit the following reports on a monthly regular basis to UN Agencies travel administrator:

- a) Quarterly Production Statistics (per UN Agency Office and consolidated format);
- b) Quarterly Carrier – Route – Fare Analysis and Production/Volume of Business;
- c) Monthly reports on the status of ticket refunds per UN Agency.
- d) Changes and Update on Airline Rates, promotions, policy changes, etc, immediately upon the receipt of the advises;
- e) Complaint Analysis and Complaint and solution report. '
- f) The Travel Agent will provide the UN with a report showing all unused non-refundable tickets. The Travel Agent will put information in traveler profiles regarding the value of unused non-refundable tickets and will adopt procedures to assist travelers in using the value of such tickets.

## **8) Billing and Invoice**

- a) Travel agency shall send an itemized official invoice to UNDP and/or UN Agencies travel focal point after the end of each transaction. The invoice shall be issued in MNT and should reflect among other the following information. The invoice must indicate detailed information and include, but not limited to (1) ticket class, (2) itinerary, (3) name of traveler, (4) ticket reference, (5) UN agency Purchase Order number/Authorization Code, and (6) Price with cost breakdown by fare, tax and service charge. (7) Airline name; (8) Name of the requesting agency
- b) UNDP and/or UN Agencies shall provide payment to the travel agency within 30 days after receipt and certification of the Travel Agent's invoice. Local suppliers will be paid in national currency Mongolian to grogs according to the official UN Operational Exchange Rate (UNORE) on the date of invoicing;
- c) Invoices for each transaction shall be retained during the agreement period with a maximum period of four (4) years. The Travel Agent shall provide the concerned UN Agencies access to these documents. If the Travel Agent does not deliver an invoice to UNDP/ UN Agencies for goods and or services within 12 months of the performance of the services or the delivery of the goods, then UNDP/ UN Agencies shall bear no responsibility to pay the said invoice.

## **9) Audit requirements:**

Regarding the audit of books and records, we require the following audit parameters:

- a) Travel Agent agrees to maintain adequate records that accurately reflect the work performed by Travel Agent on behalf of UN participating Agencies, as well as all transaction in connection therewith.
- b) Once per Contract Year and upon fifteen (15) days' advance written notice, UN's authorized representatives shall have the right to audit those records and transactions related to the work performed and amounts billed to UN participating Agencies by TMS Provider.
- c) Travel Agent/s agrees to keep all data and other related travel documents for a period of seven (7) years. Data and related travel documents retained must be all the same data elements that are currently provided via the online reporting tool.

## **10) Personal Travel**

Upon request by a staff member, the Travel Agent 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 traveler'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 Travel Agent 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 Travel Agent 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 as requested by the UN. The Travel Agent will ensure that arranging personal travel does not interfere with arranging official travel.

#### **11) Payment for Personal Travel Portions**

All charges associated with personal travel portions of official trips shall be billed directly to travelers 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.

Forms of Payment Accepted for personal portions. The Travel Agent shall accept all major credit cards and personal checks for such personal expenses.

#### **12) Advice on necessary health requirements**

The Travel Agent (s) shall provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for travel to certain countries or areas;

#### **13) Messenger services**

The Travel Agent shall deliver tickets or email e-tickets to travelers at their Offices, residences or airport and other local stations in Mongolia. Based upon proper authority from the UN Agency in case of official travel, the Travel Agent shall deliver tickets, itineraries, boarding passes (where available) and other travel documents as determined necessary by respective UN Agency. Except in emergencies, travel authorization should reach the Travel Agent within a reasonable time period. Tickets shall routinely be provided at least two days in advance of travel unless required otherwise. The Travel Agent shall deliver tickets to the UN traveler at its Mongolia premises during business hours, except for tickets that need to be delivered in other countries, in which case the Travel Agent shall use other facilities to effect such deliveries. The Travel Agent shall, as requested, provide emergency ticket delivery, or prepaid tickets or otherwise, after hours at an appropriate airport or through one of its office or correspondent worldwide.

#### **14) Telephone service**

Travel agent will provide 24-hour hot-line telephone service 7 days a week to all travelers. The Travel Agent also will provide hot-line international telephone service or accept collect calls from travelers anywhere in the world. All applicable telephone numbers will be included on travelers' itineraries.

#### **15) On-line booking service**

The Travel Agent shall provide access upon request by the UN to an on-line booking service. For complex international travel with multiple airline discount program configurations, the UN reserves the right to implement an online reservations tool at such time as the UN believes available.

#### **16) Hours of Operation**

The Travel Agent shall: (a) Provide full services from Monday to Friday between 09.00 am and 16.00 pm and half day service on Saturday between 09.00 am and 14.00 pm. (b) Notify the UN of names, hot-line and telephone numbers of the Travel Agent's Mongolia personnel who are available during off business hours, on weekends and holidays to provide or assist with services if needed, for official and emergency travel. This group of personnel should be senior staff who is able to make decisions in case of emergency.

#### **17) Cooperation**

- a) The travel Agency shall not favor any air carrier when making reservations;
- b) The travel Agency shall maintain excellent relations with all air carriers for the benefit of the UN

- Agencies in Mongolia;
- c) The travel Agency shall undertake to provide contacts between the UN Agencies in Mongolia and, inter alia, airports, airlines, hotels and car rental companies, and shall arrange for regular meetings between UN Agencies in Mongolia and such entities for the benefit of UN Agencies in Mongolia.

## 18) Quality Control for the service

The Travel Agency shall establish and operate procedures to monitor on a regular and continuous basis the quality of travel products and services provided to the UN Agencies in Mongolia. These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the UN Agencies in Mongolia. The UN Agencies in Mongolia shall be notified of any deficiencies found and corrective action taken. The Travel Agency warrants that the personnel assigned to handle the UN Agencies' travel arrangements shall constantly be trained to be kept up to date.

## 19) Complaint Tracking and Resolution

Travel agency shall respond to all complaints by investigating and explaining, in writing, their underlying cause. Travel agency shall make a good faith effort to resolve disputes and misunderstandings in favor of the UNDP travel management and UN travelers.

## VI. PERFORMANCE STANDARDS AND SERVICE LEVEL GUARANTEE

The contracted Travel Agency shall perform services and deliver products in accordance with the herein prescribed minimum performance standards set by the UNDP Mongolia:

Product/Service	Performance attribute	Definition	Standard/Service Level
1. Airline reservation	Agency accuracy	Ability to perform task completely and without error	Zero-error in passenger records/airline bookings, fare, computation and routing
	Speed and efficiency	Ability to deliver product or service promptly and with the use of resources	For confirmed bookings via itinerary within two hours' time of request; For wait listed bookings via regular updates every two days.
2. Issuing Tickets	Accuracy	Ability to perform task completely and without error	Zero-error in printed tickets/aborted travel due to incomplete travel documents
	Timeliness of delivery	Ability to deliver product or service	3 working days before departure date and immediately after the booking confirmation
3. Travel documentations	Accuracy	Ability to ascertain requirements for various destinations/nationalities	Zero-incident of complaint/aborted travel due to incomplete travel documents
	Clarity	Ability to deliver product or service	10 working days before departure
4. Billing	Accuracy	Ability to generate billing statements without error	Zero-error or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	Zero-returns for clarification/explanation
5. Rates/Pricing	Fairness	Reasonable charges for services offered	At same rate of rates lower than the market standards
	Best value for money	Ability to quote competitive fare	At same or lower than airline preferred rates. Guarantee that one quotation is the lowest obtained fare
	Good value indicated by price	Competitive fares quoted vs. restrictions of lack/absence thereof	At the same time terms or better than quoted by airlines,
	Willingness to assist UN agencies negotiate with	Voluntary offering to assist/represent UN agencies in dealings with airlines	Semi-annual meetings to obtain competitive rates in the market and preferable fare conditions (i.e. ticketing,

	airlines regarding preferred rates and concessions		deadline etc.)
6. Service quality	Accessibility	Ability to access or approach agency	Telephone: 3 rings and accommodate all calls during operating working hours (Monday through Friday from 09:00-to 06:00 p.m.) Emergency: 24 hours, email/website: within 2 hours. Fax: available Email: Available
	Responsiveness	Willingness to go out of one's way to help the travelers	Regular coordination meetings with the UNDP Travel Oversight Committee Travel Agency Performance Reviews Twice a year
		Willingness to go out of one's way to help traveler	Performance reviews once a year, No. of personal travels booked with travel agents.
7. Problem solving ticket	Refunds	Ability to process and obtain ticket refunds on a timely basis	100% within one month from date of cancellation
	Complaint handling	Ability to resolve complaints	Timeliness: one (1) week, Manner of resolution: satisfactory score
8. Travel consultants	Competence	Knowledge of destinations, knowledge of airline practices, fare levels and shortest routes and connections, knowledge of UN travel policies	Proficiency rating of not less than 75%
9. Communications	Awareness level of travelers regarding travel agency product and services	Services and policies are communicated to travelers, Travelers are well informed about matters concern them	Frequency of communications: regularly
10. Office premises and Hours of Services	Readiness to do business	Senior Travel Expert to commence business	Same hours/days of work as UN System Monday – Friday; accommodation of calls during off-hours Zero complaints that no one was around to answer calls

The answers to the questions must be provided on separate sheets of paper, yet, with strict adherence to the chronological order. We would highly appreciate it if your answers to attached questions are as clear and explicit as possible to facilitate ease of analysis/selection process, and to determine whether the documents are complete, properly signed, and whether the Proposals are generally in order. A Proposal determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## **UN Agencies recognize the importance of confidentiality of the data provided and the proposal information**

### **VII. CONTRACTUAL AND INSTITUTIONAL ARRANGEMENTS**

The contract resulting from the present Request for Proposal shall be available for use by all UN Agencies. Each UN Agency will designate one representatives to deal with the Travel Agency (the list of focal points will be communicated separately upon contract issuance). However, the overall contract management responsibility shall rest with UNDP Mongolia, whose Administrative Unit shall serve as focal point for this purpose. Contract Management will be conducted jointly by UNDP Procurement Associate and Travel Assistant under the leadership of Operations Manager and coordinated by Head of Procurement or delegate as necessary.

UNDP/UN travel focal points shall perform the following:

- a) Coordinate with travel agent for the services requested;

- b) Provide Official Travel Authorization/Purchase Order to Travel Agent;
- c) Conduct performance surveys;
- d) Obtain monthly progress reports; and
- e) Perform inspection of services, including verification of fares, rates, conditions etc.
- f) Ensure a full compliance to the travel requirements in respect to each agency's travel rules and regulations;

## VIII. COMPENSATION SCHEME

**Travel agency shall generate its income on a per-ticket/transaction basis.**

The UN Agencies Travel Administrator, however, shall, from time to time, evaluate and verify with other travel agencies and other industry indicators the comparability and competitiveness of the rates being given to the UN Agencies. The UN Agencies remains the right to terminate contract with the perspective selected Travel Agency at any time if the Travel Agency charges UN Agencies on higher rates than market standards or does not render minimum services described in this tendering document.

## IX. QUALIFICATIONS OF THE SUCCESSFUL TRAVEL AGENCY

The successful Travel Agency will be contracted to serve the needs of UN Agencies in Mongolia and will have the following minimum eligible criteria:

### **1.1. Administrative/Technical capacity requirements:**

- a) Minimum 5 years of business experience in corporate specialization in Travel Management Service. Supported with legal document (Notarial Deed)
- b) Valid IATA accreditation and possess appropriate licenses and software required for processing travel reservation and ticket issuance; and minimum 5 years membership of IATA
- c) Maintains a good track record in serving international organizations, embassies and multi-national corporations; minimum 3 recommendation letters provided of which 1 from IATA Air Carrier
- d) At least 15 branches worldwide (minimum requirement)
- e) The Travel Agent should have a minimum average annual turnover of minimum USD 200,000 during the past 3 years (2015,2016 and 2017);
- f) Minimum three (3) ongoing or completed contracts for same or similar services executed in last 5 years having:
  - Two contracts at least USD 200,000 for each contract or equivalent in other currency per year for flight sales turnover;
  - One contract at least USD 100,000 or equivalent in other currency per year with clients of UN Organizations, Embassies and Multi-National Organizations/Entities in Mongolia or abroad.
- g) Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae;
- h) Maintains facilities of online booking / airline reservations (i.e. Amadeus, or other), international ticketing and ticket printing facilities;
- i) Capable of deploying motorized messenger (s)/documentation clerk;
- j) Willing and able to guarantee the delivery of products and services in accordance with performance standards required under this Terms of Reference.
- k) Acceptability of all provisions of the UNDP General Terms and Conditions

For each contract, provide details of: client name, contract dates, contract values, contract focal point name and email, work location.

[Note: UN/UNDP reserves the right to conduct reference checks with one or more of the listed clients of the

Vendor]

**1.2. Financial capacity requirements:**

- a) Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant for years of 2015,2016 and 2017;
- b) Provide maximum credit amount for ticketing to UN Agencies;
- c) Provide a letter from the bank about of good financial standing and indication of available cash on the company's operating account/s. Minimum requirement for the cash balance on one or several operating accounts is USD 50,000.
- d) Willing and able to guarantee the delivery of products and services in accordance with performance standards required under Section 6 of this TOR.

**1.3. Qualification of Travel expert:**

The successful Travel Agency shall be required to devote at least one personnel with the following minimum qualifications:

Experience:

- a) Minimum three (3) years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems;
- b) Client orientation, professional experience
- c) Has adequate authority to make decisions for the timely resolution of problems;
- d) In the case of emergencies (e.g. evacuations, war, etc.), the travel expert shall maintain operations necessary to support UN Agencies in Mongolia;
- e) 24 hours a day access of emergency service and necessary delivery of tickets as required by UN Agencies to the required destinations

Qualification

- f) Bachelor's degree in travel management and logistic and other related fields

Language

- g) English

The travel agency shall have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service at all times under the contract.

## Section 4. Recommended list of documents from travel agencies

- ☒ Bid submission form
- ☒ Bidder information form
- ☒ Company Profile, which should not exceed fifteen (15) pages, including history of the entity, key personnel, and highlights of services provided in the past (minimum 3 years i.e. 2015, 2016 and 2017);
- ☒ Information related to past or present litigation (for or against) involving the Vendor for the last 5 years period, if any;
- ☒ Copy of Company and staff IATA accreditation certificate or confirmation document that company is in the process of IATA accreditation;
- ☒ Copy of IATA report demonstrating flight-booking turnover for 2015, 2016, and 2017, through records of IATA Billing and Settlement Plan (BSP).
- ☒ Copy of Registration of Incorporation, as per laws of Mongolia Should the response to this solicitation is made by a Vendor association with a partner (i.e. Consortium or Joint Venture) the documentation shall include the corresponding agreement between the parties indicating roles and responsibilities of all the partners.
- ☒ List of major clients with contact information, indicating annual flight booking amounts, other services amounts, by year for 2015, 2016, and 2017.
- ☒ CV of personnel, as required under Minimum Required Personnel, highlighting their experience, as relevant to the TOR requirements.
- ☒ Reference letter from IATA Member Airlines (minimum from 1 reputed carrier).
- ☒ Statement of Satisfactory Performance from the Top [3 three] Clients for the past 5 years.
- ☒ Reference letter on past performance from minimum two clients, listed in (g) above.
- ☒ List of IATA-approved ticketing system (Global Distribution System – GDS) used/licensed to the Vendor including documentary evidence.
- ☒ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past [2015,2016,2017)
- ☒ List of Bank References (Name of Bank, Location, Contact Person and Contact Details)
- ☒ All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
- ☒ Detailed description of proposed services and processes in compliance with the Terms of Reference, demonstrating how the proposed methodology meets or exceeds the requirements.
- ☒ This will contain a description of how the travel agencies foresee the flow of the transactions involved, as well as the expected roles and responsibilities of the parties. The existing corporate standards and/or internal quality control procedures should be described. Information about value-added products and services that are not required in the Tour, but the bidder can offer to the UN agencies in Mongolia can also be included.
- ☒ Financial Proposal presented in a separate sealed envelope.



## Section 5. Evaluation Criteria

### Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- 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
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	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
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	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
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>▪ Legal Registration document including license of travel agent</li> <li>▪ Accredited BSP/IATA Travel Agent(s).</li> </ul>	Form B: Bidder Information Form
<b>Additional criteria</b>	<ul style="list-style-type: none"> <li>▪ Availability of at least 1 booking system (Global Distribution Systems): Provide the description of booking system in use, including on-line booking/airline reservation, domestic/international ticketing.</li> <li>▪ At least 01 (one) operational offices in Comoros. Maintain facilities of on-line booking/airline reservations, domestic and international ticketing, basic office equipment, telecommunications equipment.</li> <li>▪ Financially capable of rendering services to UNDP Comoros.</li> </ul>	

	<ul style="list-style-type: none"> <li>▪ Average turnover of the bidder for the past two years must not be less than USD200,000</li> <li>▪ Qualification of Key personnel to be assigned to the contract. One Supervisor with bachelor's Degree and at least 4 years of experience of account management/travel management. One Travel Focal Person with minimum 3 years of experience in booking/reservations especially in ticketing and fare computation</li> <li>▪ Acceptability of all provisions of the UNDP General Terms and Conditions.</li> </ul>	
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>2</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 5 years of relevant experience.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
<b>Financial Standing</b>	Minimum average annual turnover of USD 200,000 for the last 3 years. <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
<b>Technical Evaluation</b>	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
<b>Financial Evaluation</b>	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) Comparison with budget/internal estimates.	Form F: Price Schedule Form

<sup>2</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

## Section 5a: Bill of Quantities

#	Frequently used Routes	Estimated frequency of Travel in One year
A	B	C
	International flight	
1	London	30
2	Geneva	30
3	New-York	50
4	Bangkok	80
5	New-Delhi	80
6	Tokyo	50
7	Kuala Lumpur	30
8	Manila	50
9	Siem Reap	50
10	Istanbul	30
11	Beijing	100
12	Shanghai	30
	National flight	
13	Khovd /Khovd/	30
14	Uliastai /Zavkhan/	30
15	Ulaangom /Uvs/	30
16	Altai /Gobi-Altai/	30
17	Choibalsan /Dornod/	30
18	Murun /Khuvsgul/	30
19	Dalanzadgad /Umnugobi/	30

## Section 5b: Other Related Requirements

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[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	Air
UNDP Preferred Freight Forwarder, if any <sup>3</sup>	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Customs, if required, clearing shall be done by:	N/A
Ex-factory / Pre-shipment inspection	N/A
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"/> N/A
Payment Terms (max. advanced payment is 20% as per UNDP policy)	100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice
Conditions for Release of Payment	<input type="checkbox"/> Pre-shipment inspection <input type="checkbox"/> Inspection upon arrival at destination <input type="checkbox"/> Installation <input type="checkbox"/> Testing <input type="checkbox"/> Training on Operation and Maintenance <input checked="" type="checkbox"/> Others <i>[pls. specify]</i> <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements

<sup>3</sup>A 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.

All documentations, including catalogues, instructions and operating manuals, shall be in this language	English
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## 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:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ 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"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<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

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent)</b> <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?</b> <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy?</b> <i>(If yes, provide a Copy)</i>	[Complete]
<b>Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues</b>	[Complete]
<b>Is your company a member of the UN Global Compact</b>	[Complete]
<b>Contact person that UNDP may contact for requests for clarifications during Bid evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]



**Please attach the following documents:**

- Company Profile, which should not exceed fifteen (15) pages, including history of the entity, key personnel, and highlights of services provided in the past (minimum 3 years i.e. 2015, 2016 and 2017);
- Information related to past or present litigation (for or against) involving the Vendor for the last 5 years period, if any;
- Copy of Company and staff IATA accreditation certificate or confirmation document that company is in the process of IATA accreditation;
- Copy of IATA report demonstrating flight-booking turnover for 2015, 2016, and 2017, through records of IATA Billing and Settlement Plan (BSP).
- Copy of Registration of Incorporation, as per laws of Mongolia Should the response to this solicitation is made by a Vendor association with a partner (i.e. Consortium or Joint Venture) the documentation shall include the corresponding agreement between the parties indicating roles and responsibilities of all the partners.
- List of major clients with contact information, indicating annual flight booking amounts, other services amounts, by year for 2015, 2016, and 2017.
- CV of personnel, as required under Minimum Required Personnel, highlighting their experience, as relevant to the TOR requirements.
- Reference letter from IATA Member Airlines (minimum from 1 reputed carrier).
- Statement of Satisfactory Performance from the Top [3 three] Clients for the past 5 years.
- Reference letter on past performance from minimum two clients, listed in (g) above.
- List of IATA-approved ticketing system (Global Distribution System – GDS) used/licensed to the Vendor including documentary evidence.
- Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past [2015,2016,2017]
- List of Bank References (Name of Bank, Location, Contact Person and Contact Details)
- All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
- Detailed description of proposed services and processes in compliance with the Terms of Reference, demonstrating how the proposed methodology meets or exceeds the requirements.
- This will contain a description of how the travel agencies foresee the flow of the transactions involved, as well as the expected roles and responsibilities of the parties. The existing corporate standards and/or internal quality control procedures should be described. Information about value-added products and services that are not required in the Tour, but the bidder can offer to the UN agencies in Mongolia can also be included.

- Financial Proposal presented in a separate sealed envelope.

## FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	<span style="border: 1px solid #ccc; padding: 2px 5px;">Select date</span>
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 <small>(address, telephone numbers, fax numbers, e-mail address)</small>	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

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

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## FORM D: ELIGIBILITY AND QUALIFICATION FORM

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

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.

Goods and services to be Supplied and Technical Specifications	Your response			
	Compliance with technical specifications	Delivery Date <i>(confirm that you</i>	Quality Certificate/Exp	Comments

	<b>Yes, we comply</b>	<b>No, we cannot comply</b> <i>(indicate discrepancies)</i>	<i>comply or indicate your delivery date)</i>	<b>ort Licenses, etc.</b> <i>(indicate all that apply and attach)</i>	

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

### 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

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

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

\_\_\_\_\_  
Signature of Personnel

\_\_\_\_\_  
Date (Day/Month/Year)



## FORM F: PRICE SCHEDULE FORM (FINANCIAL MATRIX)

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: USD**

#	Frequently used Routes	Estimated frequency of Travel in One year	Name of Airlines	Base Fare Excluding Taxes, if any (USD)	Taxes if any (USD)	Travel Agency Discount to UN per Ticket (%)	Services Charges on Ticket, if any (USD)	Total Cost per Ticket (USD): I = (E+F) - (E*G) + H	Total Cost J=C*I
A	B	C	D	E	F	G	H	I	J
	<b>International flight</b>				\$ -	0 %	\$ -	\$ -	\$ -
1	London	30			\$ -	0 %	\$ -	\$ -	\$ -
2	Geneva	30			\$ -	0 %	\$ -	\$ -	\$ -
3	New-York	50			\$ -	0 %	\$ -	\$ -	\$ -
4	Bangkok	80			\$ -	0 %	\$ -	\$ -	\$ -
5	New-Delhi	80			\$ -	0 %	\$ -	\$ -	\$ -
6	Tokyo	50			\$ -	0 %	\$ -	\$ -	\$ -
7	Kuala Lumpur	30			\$ -	0 %	\$ -	\$ -	\$ -
8	Manila	50			\$ -	0 %	\$ -	\$ -	\$ -
9	Siem Reap	50			\$ -	0 %	\$ -	\$ -	\$ -
10	Istanbul	30			\$ -	0 %	\$ -	\$ -	\$ -
11	Beijing	100			\$ -	0 %	\$ -	\$ -	\$ -

12	Shanghai	30			\$ -	0 %	\$ -	\$ -	\$ -
	<b>National flight</b>								
13	Khovd /Khovd/	30			\$ -	0 %	\$ -	\$ -	\$ -
14	Uliastai /Zavkhan/	30			\$ -	0 %	\$ -	\$ -	\$ -
15	Ulaangom /Uvs/	30			\$ -	0 %	\$ -	\$ -	\$ -
16	Altai /Gobi-Altai/	30			\$ -	0 %	\$ -	\$ -	\$ -
17	Choibalsan /Dornod/	30			\$ -	0 %	\$ -	\$ -	\$ -
18	Murun /Khuvsgul/	30			\$ -	0 %	\$ -	\$ -	\$ -
19	Dalanzadgad /Umnugobi/	30			\$ -	0 %	\$ -	\$ -	\$ -
	<b>TOTAL</b>							In USD	\$ -

**Price will be considered for an economic class round ticket departure from Ulaanbaatar on date of December 20<sup>th</sup>, 2018 with return at the latest on December 27<sup>th</sup>, 2018 (flexibility +/- 3 days for the best price).**

**Ticket price and taxes are indicatives, the discount rate and the travel agency costs of services will be contractual.**

Name of Bidder: \_\_\_\_\_

Authorised signature: \_\_\_\_\_

Name of authorised signatory: \_\_\_\_\_

Functional Title: \_\_\_\_\_

## Section 8: FORM FOR BID SECURITY

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

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

WHEREAS *[name and address of Contractor]* (hereinafter called "the Bidder") has submitted a Bid to UNDP dated ..... , to deliver goods and execute related services for *[indicate ITB title]* (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.3; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price 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 until a date 30 day from the date of issue by UNDP of a certificate of full acceptance of all goods and satisfactory performance / completion of all related services by the Bidder.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....