

INVITATION TO BID

Establishment of Long Term Agreement (LTA) with two Travel Agencies for the United Nations Agencies in Timor-Leste

ITB No.: ITB-001-TLS-2019

Country: Timor-Leste

Issued on: 18 June 2019

Contents

Section 1. L	.ette	r of Invitation	5
Section 2. I	nstr	uction to Bidders	6
GE	NER	AL PROVISIONS	6
	1.	Introduction	6
	2.	Fraud & Corruption, Gifts and Hospitality	6
	3.	Eligibility	6
	4.	Conflict of Interests	7
В.	P	REPARATION OF BIDS	7
	5.	General Considerations	7
	6.	Cost of Preparation of Bid	7
	7.	Language	8
	8.	Documents Comprising the Bid	8
	9.	Documents Establishing the Eligibility and Qualifications of the Bidder	8
	10.	Technical Bid Format and Content	8
	11.	Price Schedule	8
	12.	Bid Security	8
	13.	Currencies	9
	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
C.	S	UBMISSION AND OPENING OF BIDS	11
	22.	Submission	11
	Har	d copy (manual) submission	11
	Em	ail and eTendering submissions	12
	23.	Deadline for Submission of Bids and Late Bids	12
	24.	Withdrawal, Substitution, and Modification of Bids	12
	25.	Bid Opening	12
D.	Ε	VALUATION OF BIDS	13
	26.	Confidentiality	13

	27.	Evaluation of Bids	13		
	28.	Preliminary Examination	13		
	29.	Evaluation of Eligibility and Qualification	13		
	30.	Evaluation of Technical Bid and prices	13		
	31.	Due diligence	14		
	32.	Clarification of Bids	14		
	33.	Responsiveness of Bid	14		
	34.	Nonconformities, Reparable Errors and Omissions	14		
	E. A	WARD OF CONTRACT	15		
	35.	Right to Accept, Reject, Any or All Bids	15		
	36.	Award Criteria	15		
	37.	Debriefing	15		
	38.	Right to Vary Requirements at the Time of Award	15		
	39.	Contract Signature	15		
	40.	Contract Type and General Terms and Conditions	15		
	41.	Performance Security	15		
	42.	Bank Guarantee for Advanced Payment	16		
	43.	Liquidated Damages	16		
	44.	Payment Provisions	16		
	45.	Vendor Protest	16		
	46.	Other Provisions	16		
Section	3. Bid D	ata Sheet	17		
Section	4. Evalu	ation Criteria	21		
Section	5: TERN	1S OF REFERENCES	24		
l.	Backgr	ound	24		
II.	Travel	service requirements	24		
III.	Institu	tional Arrangement	26		
IV.	Monito	oring and quality assurance	27		
V.	Duratio	on of the Contract with the Successful Travel Agents	27		
VI.	Qualifications of the successful travel agentsError! Bookmark not defined				
VII.	Compensation Scheme and Payment Terms28				
Section	6: Retu	rnable Bidding Forms / Checklist	29		
	Form A	s: Bid Submission Form	30		
	Form E	: Bidder Information Form	31		
	Form C	: Joint Venture/Consortium/Association Information Form	33		

Form D: Eligibility and Qualification Form	34
FORM E: Financial Proposal Form	37

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 (TOR)

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: 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 procurement.staff.tp@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Issued by

Name: Bakhit Allambergenov Title: Procurement Specialist

Date: June 17, 2019

Approved by:

Name: Diana Lina Bernardo Title: Operations Manager

Date: June 17, 2019

GENERAL PROVISIONS				
1. Introduct	tion 1.	Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d		
	1.	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.		
	1.	UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.		
	1.	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.		
	Corruption, 2. Hospitality	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti		
	2.	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.		
	2.	In pursuance of this policy, UNDP:		
		(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.		
	2.	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf		
3. Eligibility	3.	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.		
	3.	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.
4.	Conflict of Interests	4.1	Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
		4.2	 a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. 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.
		4.3	Similarly, the Bidders must disclose in their Bid their knowledge of the following:
			 a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.
		4.4	The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
	B. PREPARATION OF E	BIDS	
5.	General Considerations	5.1	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
		5.2	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
6.	Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

7. Language	7.1	The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the	8.1 • Bid	The Bid shall comprise of the following documents and related forms which details are provided in the BDS: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of Bidder		The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid F	ormat 10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
	10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
	10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
	11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
	12.2	The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
	12.3	If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
	12.4	In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
	12.5	The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of

	any, or combina	tion, of the following conditions:
	in the BDS, b) In the even i. to sign ii. to fur that U	r withdraws its offer during the period of the Bid Validity specified or; the successful Bidder fails: the Contract after UNDP has issued an award; or nish the Performance Security, insurances, or other documents INDP may require as a condition precedent to the effectivity of the act that may be awarded to the Bidder.
13. Currencies	-	e quoted in the currency or currencies indicated in the BDS. Where in different currencies, for the purposes of comparison of all Bids:
	currency, ir	convert the currency quoted in the Bid into the UNDP preferred accordance with the prevailing UN operational rate of exchange day of submission of Bids; and
	different fro to award t	t that UNDP selects a Bid for award that is quoted in a currency om the preferred currency in the BDS, UNDP shall reserve the right the contract in the currency of UNDP's preference, using the method specified above.
14. Joint Venture, Consortium or Association	Venture (JV), Co that: (i) they ha authority to lega and severally, w legal entities, an the contract sha	a group of legal entities that will form or have formed a Joint insortium or Association for the Bid, they shall confirm in their Bid are designated one party to act as a lead entity, duly vested with ally bind the members of the JV, Consortium or Association jointly hich shall be evidenced by a duly notarized Agreement among the ad submitted with the Bid; and (ii) if they are awarded the contract, all be entered into, by and between UNDP and the designated lead I be acting for and on behalf of all the member entities comprising e.
		ne for Submission of Bid, the lead entity identified to represent the or Association shall not be altered without the prior written P.
	•	and the member entities of the JV, Consortium or Association shall ovisions of Clause 9 herein in respect of submitting only one Bid.
	clearly define t delivering the re Association Ag	of the organization of the JV, Consortium or Association must the expected role of each of the entities in the joint venture in equirements of the ITB, both in the Bid and the JV, Consortium or reement. All entities that comprise the JV, Consortium or I be subject to the eligibility and qualification assessment by UNDP.
		m or Association in presenting its track record and experience ifferentiate between:
	a) Those that and	were undertaken together by the JV, Consortium or Association;
	b) Those that or Associati	were undertaken by the individual entities of the JV, Consortium on.
	permanently or be claimed as th	cts completed by individual experts working privately but who are were temporarily associated with any of the member firms cannot ne experience of the JV, Consortium or Association or those of its hould only be claimed by the individual experts themselves in their

	presentation of their individual credentials
	14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
18. Clarification of Bid (from the Bidders)	18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.

19. Amendment of Bids	At any time prior to the deadline of Bid submission, UND as in response to a clarification requested by a Bidder, of an amendment to the ITB. Amendments will be made bidders. If the amendment is substantial, UNDP may extend the Bid to give the Bidders reasonable time to incorporate Bids.	modify the ITB in the form available to all prospective Deadline for submission of
	BIOS.	
20. Alternative Bids	Unless otherwise specified in the BDS, alternative Bids submission of alternative Bid is allowed by BDS, a Bidder Bid, but only if it also submits a Bid conforming to the the conditions for its acceptance are met, or justification UNDP reserves the right to award a contract based on a	may submit an alternative ITB requirements. Where ons are clearly established,
	If multiple/alternative bids are being submitted, they "Main Bid" and "Alternative Bid"	nust be clearly marked as
21. Pre-Bid Conference	When appropriate, a pre-bid conference will be condulocation specified in the BDS. All Bidders are ence attendance, however, shall not result in disqualification Minutes of the Bidder's conference will be disseminated website and shared by email or on the e-Tendering place. No verbal statement made during the conference conditions of the ITB, unless specifically incorporated Bidder's Conference or issued/posted as an amendment	ouraged to attend. Non- n of an interested Bidder. ated on the procurement atform as specified in the shall modify the terms and d in the Minutes of the
C. SUBMISSION AND	IING OF BIDS	
22. Submission	The Bidder shall submit a duly signed and complete Bid and forms in accordance with requirements in the BDS. submitted together with the Technical Bid. Bid can be c by courier, or by electronic method of transmission as s	The Price Schedule shall be elivered either personally,
	The Bid shall be signed by the Bidder or person(s) duly Bidder. The authorization shall be communicated throu such authorization issued by the legal representative Power of Attorney, accompanying the Bid.	gh a document evidencing
	Bidders must be aware that the mere act of submissio implies that the Bidder fully accepts the UNDP Ger Conditions.	· ·
Hard copy (manual) submission	Hard copy (manual) submission by courier or hand delive the BDS shall be governed as follows:	ery allowed or specified in
	a) The signed Bid shall be marked "Original", and its appropriate. The number of copies is indicated in the BE from the signed original only. If there are discrepancies the copies, the original shall prevail.	S. All copies shall be made
	 (b) The Technical Bid and Price Schedule must be sealed in an envelope, which shall: Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS 	_

		specified in the BDS.		
		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.		
Email and eTendering submissions	22.5	Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:		
		 Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; 		
		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.		
	22.6	Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/		
23. Deadline for Submission of Bids and Late Bids	23.1	Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP		
	23.2	UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.		
24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.		
Modification of Bids	24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"		
	24.3	eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.		
	24.4	Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.		
25. Bid Opening	25.1 25.2	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. 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.		

	25.3 In the case of e-Tendering submission, bidders will receive an automatic	
	notification once the Bid is opened.	
D. EVALUATION OF B	BIDS	
26. Confidentiality	26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.	
	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.	
27. Evaluation of Bids	27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.	
	 27.2 Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary 	
28. Preliminary Examination	UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.	
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).	
	 In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients. 	
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may	

		invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	31.1	 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;
		 b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
		 d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where
		business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	32.1	To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	32.2	UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.
	32.3	Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
33. Responsiveness of Bid	33.1	UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	33.2	If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformities, Reparable Errors and Omissions	34.1	Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
	34.2	UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	34.3	For the bids that have passed the preliminary examination, UNDP shall check, and

correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

E. AWARD OF CONTRACT

E. AWARD OF CONTR	ACT	
35. Right to Accept, Reject, Any or All Bids	35.1	UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1	Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1	In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1	At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at

	https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a business="" content="" en="" home="" href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20an_d%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default</th></tr><tr><th>43. Liquidated Damages</th><th>43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.</th></tr><tr><th>44. Payment Provisions</th><th>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.</th></tr><tr><th>45. Vendor Protest</th><th>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
46. Other Provisions	 46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence. 46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence. 46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer

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 be Conducted Date & Time: July 9, 2019 12:00 AM Venue: UN House, Caicoli Street, Dili, Timor-Leste Please send your registration to the UNDP focal point for the arrangement before 08 July 2019: Bakhit Allambergenov Telephone: +670 78668615 E-mail: bakhit.allambergenov@undp.org Please provide the names of persons who will attend on behalf of your firm (maximum 2 attendees per firm)
5	16	Bid Validity Period	90 days
6	13	Bid Security	Not Required
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

11	31	Deadline for submitting requests for clarifications/ questions	05 days before the submission deadline	
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Bakhit Allambergenov Address: UN House, Caicoli Street, Dili, Timor-Leste E-mail address: bakhit.allambergenov@undp.org	
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website: http://procurement-notices.undp.org/	
14	23	Deadline for Submission	Submission of proposal: 16 July 2019 (05:30PM Dili time) Submission of password to open proposal for electronic submission: 17 July 2019 (10:00AM Dili time)	
14	22	Allowable Manner of Submitting Bids	☑ Courier/Hand Delivery☑ Submission by email☐ e-Tendering	
15	22	Bid Submission Address	 By email: For green environment, this is preferred submission method E-mail address for proposal submission: bids.tp@undp.org With subject: (Ref. ITB-001-TLS-2019) ITB for Travel Services for UN Timor-Leste (Email of emails) By hard copy: (within working hours 8.00 am - 5.30 pm Monday - Friday only) Address for proposal submission: Procurement Unit UNDP Timor-Leste UN House, Caicoli Street, Dili, Timor-Leste With envelop subject: (Ref. ITB-001-TLS-2019) ITB for Travel Services for UN Timor-Leste When submitting hard copy proposals, please call one of the following staff to receive hard copy proposal: Mr. Bakhit Allambergenov, Procurement Specialist Tel: +670 78668615 Mr. Alvaro Noronha, Procurement Associate Tel: +670 77231907 The bidder is requested to sign a bid submission form when delivering proposal. 	

			Note:
			 For both submission methods, please send separate email to procurement.staff.tp@undp.org to notify that you already submitted proposal and the number of email submitted (in case submitted by email). Notification emails should be sent to above email by submission deadline or right after you submit proposals
			UNDP will acknowledge receipt of the proposals within 2 working days from the submission deadline. In case you do not receive acknowledgement, please contact us within 3 working days after submission deadline
16	22	Electronic submission (email)	■ Format: PDF files only, <u>password protected</u>
		requirements	 Free from virus and corrupted files
			Official Address for e-submission: bids.tp@undp.org
			 Password <u>must</u> be provided to UNDP on 17 July 2019 (10:00AM Dili time)
			 File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.
			 All files must be free of viruses and not corrupted.
			Max. File Size per transmission: 07 MB
			 Mandatory subject of email: (Ref. ITB-001-TLS-2019) ITB for Travel Services for UN Timor-Leste (Email of emails)
17	25	Date, time and venue for the	Date and Time: July 17, 2019 10:00 AM
		opening of bid	Venue: UN House, Caicoli Street, Dili, Timor-Leste
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	October 1, 2019
20		Maximum expected duration of Long Term Agreement	The total expected duration of an LTA is three (3) years. LTA will be signed for an initial duration of one (1) year, with possibility of an extension for additional two (2) years based on documented satisfactory performance of an LTA holder
21	35	UNDP will award the contract to:	Two lowest priced technically responsive Proposers
22	39	Type of Contract	Contract for Goods and/or Services to UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html

23		Configuration of the LTA	Quotations will be obtained from the two selected travel agents and tickets will be bought from the travel agent offering the lower fare meeting booking requirements;
24	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
25		Other Information Related to the ITB	Bidders are responsible for checking the UNDP website: http://www.tl.undp.org/content/timor_leste/en/home/procurem ent.html for any addenda and updated deadline to this Invitation to Bid. UNDP reserves the right to post addenda up to the closing date for submissions. Hence bidders are advised to check the UNDP website frequently prior to submitting their proposals.

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

Part 1: 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	Pass/Fail
	1.1. Business license to operate (mandatory)	provision of copy of business registration	
Mandatory requirements	1.2. Minimum 5 years of experience in travel management services (mandatory)	Form D	
	1.3. Accredited IATA Travel Agents (mandatory)	provision of IATA accreditation and certification	
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form and copy of business license	
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form	
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form	
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form	

QUALIFICATION		
History of Non- Performing Contracts ¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form

Bidders who do not meet all the requirements in part 1 will be rejected for further evaluation

Part 2 - Technical Examination Criteria

All preliminarily selected bids from Part 1 will be evaluated on a Pass/Fail basis under part 2.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

	TECHNICAL CRITERIA Capacity and reputation of Travel Agents	Pass/Fail
2.1.	Financial soundness	
	(Form D with copies of the audited financial statements (balance sheets, including all related notes, and income statements)	
	Total average annual turnover over each of the last three years (2016,2017,2018) exceeded the amount of US\$ 600,000 /year	
2.2	UNDP will check the financial accounts to compute the quick ratio (QR) which should be more than 1.0. Quick ratio tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities (form D)	
2.3	Minimum Volume of air ticket sales in 2016, 2017 and 2018: USD 700,000 accumulative for 3 years (Form D)	
2.4	Minimum of 3 Contracts in the past 5 years providing ticketing services for international organizations in Timor-Leste and/or Elsewhere (form D)	
2.5.	Having at least one year with total volume of air ticketing sales of USD 250,000 with international organizations in Timor-Leste and/or Elsewhere for the past 3 years (Form D)	
2.5.	Reliability	
	(Provision of 3 Statements of Satisfactory Performance from the Top 10 Clients in terms of Contract Value for the past 3 years)	
2.6.	Personnel Competence	
2.6.1.	Ticketing staff No. 1 (with function of a Manager to oversee the ticketing staff)	

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

	Minimum 5 years of experience in ticketing services
	Having ticketing training certificate (Provision of training certificates)
	Good English speaking and written skills (Provision of English certificate or evidence of serving international clients)
2.6.2.	Ticketing staff No. 2 (with functions of a cashier)
	Minimum 5 years of experience in ticketing services
	Having ticketing training certificate (Provision of training certificates)
	Good English speaking and written skills (Provision of English certificate or evidence of serving international clients)

All bids <u>passing all above criteria</u> of the technical evaluation in Part 2 will be technically qualified for financial evaluation (Form E). <u>Two lowest offers will be selected</u>.

I. BACKGROUND

In compliance with the Secretary General's UN Reform Programme, the UN Resident Coordinator (RC) System in Timor-Leste, consisting of all UN agencies present in the country, has undertaken steps to harmonize common services among the UN Agencies in Timor-Leste, which includes but not limited to:

- The Food and Agricultural Organization (FAO);
- The United Nations Development Programme (UNDP);
- The United Nations Educational, Scientific and Cultural Organization (UNESCO);
- The United Nations Children's Fund (UNICEF);
- The World Health Organization (WHO)
- The United Nations Population Fund (UNFPA)
- The United Nations Office on Drugs and Crime (UNODC)
- United Nations Entity for Gender Equality and the Empowerment of Women (UNWOMEN)
- The International Labour Organization (ILO)
- United Nations Volunteers (UNV)
- International Organization for Migration (IOM)

In order to achieve cost efficiency from economies of scale while ensuring quality of service, one recommendation agreed among the UN Agencies was to consolidate all the travel requirements and enter into two Long Term Agreements (LTA) with <u>the 1st and 2nd ranked bidders</u> to serve its all travel service requirements.

Travel, as referred to in the TOR, shall apply to all movements or journey of UN staff from one place to another for official business purposes, both international and domestic. These official purposes include, but need not be limited, to the following:

- Official missions, meetings and various events;
- Interviews of applications / Candidates for employment;
- Appointment and repatriation of staff and family members;
- Home leaves, emergency travels and educational leaves; and
- Visit to project sites, by either UN staff, Government and counterparts, or other entities involved in execution of various UN-funded undertakings;
- Personal travel of employees of UN Agencies;
- Pleasure trips (Official/Personal)

The travel statistics show that (i) the annual travel cost by UN Agencies in Timor-Leste is approx. *US\$ 300,000,* (ii) and UN frequently used airlines are: Citilink, Garuda, Thai and Malaysian Airways.

II. TRAVEL SERVICE REQUIREMENTS

The successful travel agents shall render the following high-quality services to all the officers/staff of the UN System, including their dependents and other travelers authorized/accredited under the UN System:

1. Reservation and Ticketing Services:

- a. Upon request for booking/reservation, the travel agents shall immediately:
 - Provide a quotation <u>from all airlines which UN/UN Agencies' have cooperate agreements, listed in the UN/UN Agencies' pre-approved airlines and other airlines operating the route, in accordance with</u>

- entitlements as per UN/UN Agencies' travel policies or Travel Authorizations and obtain minimum three options or less depending on available options. Transit visa if required for any options must be included in the bookings;
- Fare quotation should be delivered to the requesters within 3 hours or latest within the same day of request thru email;
- b. In the event that required travel arrangements cannot be confirmed, the travel agency shall notify the requester of the problem and present alternative routings/quotations/dates for the traveler's consideration;
- c. For wait-listed bookings, travel agency shall provide daily feedback on status of flight and continuously endeavor to secure confirmation until it is obtained;
- d. Upon receipt of UN/UN Agencies' authorization to issue tickets, the Travel agency shall promptly issue accurately tickets and detailed itineraries showing the accurate status of the airline on all segments of the journey. The issued tickets must be from the airline operating the flights with ticket fares and associated taxes, fees, not from the travel agent. Ticket class must be the same as the ticket class in the booking confirmed by UN/UN Agencies.
- e. Travel agency shall accurately and in a timely manner advise requesters of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- f. Provide the same level of service for rebooking, reissuance and refund requirements;
- g. Advise the UN/UN Agencies on market practices and trends that could result in further savings for the UN/UN Agencies;
- h. Monitor and give feedback regarding refund. Refund must not take more than 3 months to process;
- i. Obtain and maintain travelers' phone numbers and email contacts;
- j. Monitor outbound and inbound flights to advise travelers of schedule changes, required transit visa and ensure protection for cancelled, delayed, diverted and misconnected flights;
- k. Explain in writing all restrictions and limitations when using special fares.

2. Flight Cancellations/Rebooking and Refunds:

Travel agents shall:

- a. process duly authorized flight changes/cancellations when and as required to avoid cancellation fees and charges imposed by the airlines;
- b. immediately process airline refunds for canceled travel requirements/unutilized pre-paid tickets and credit these to the UN/UN Agencies as expeditiously as possible;
- c. Refund tickets within a maximum of three (3) months only; and
- d. Limit refund charges at airline rates only, i.e., no additional charges will accrue to the travel agents.

3. Travel Information/Advisories:

Travel agents shall:

a. Inform travelers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, hidden stops, required transit visa and other possible inconveniences of the itinerary;

- b. Provide travelers with online and offline relevant information on official destinations (e.g., airport transfers/land transportation facilities, currency restrictions/regulations, health advisories, security advisories, weather conditions, etc.);
- Notify travelers of airport closures delayed or canceled flights, security procedures, health precautions, as well as other changes that will affect or will require preparations from the travelers, sufficiently before departure time;
- d. Provide travelers with quick reference for requested destinations.
- e. Documents/information on changes and updates on airline rates, promotions, policy changes, etc., immediately upon the Travel Agency's receipt of such document/information

4. Required Service time:

The successful travel agents are required to provide eight (8) hours full service without interruption from 8 hours to 12 hours and from 13 hours to 17 hours Monday through Friday on all UN working days and 24 hours access in the case of emergencies to provide necessary supports required by UN/UN Agencies.

5. Management Reporting System:

Travel Agents shall submit the following reports/documents:

#	Reports	Due dates	Receivers	Available templates
1	Monthly reports of all tickets issued to each UN agency	Date 7 for previous month report	UN travel focal points	Annex 1
2	UN data travel reports every 6 months	1st week of 7th month for the last 6 months report	UNDP	Annex 2
3	Monthly airlines Cooperate reports (as required by airlines) to be cleared by travel agents before submitting to UNDP for certification	2 days upon receiving reports from airlines	UNDP	

6. Availability of Other Products and Services As May Be Requested:

Travel agents, 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) Travel insurance (for UN Guest travelers only)
- c) Excess/Lost baggage

III. LTA CONFIGURATION

The selected travel agents will work mainly with the travel focal points of each UN agency for UN official travel services. The UN travel focal points will send travel requests, instructions to the travel agents and authorize travel agents to issue tickets. List of UN travel focal points will be shared with the selected travel agents upon contract signing.

The selected travel agents will work directly with UN travel focal points for payment of official travels. For personal travel services, the travelers will directly contact and settle payment with the travel agents.

To ensure equal distribution of travel services to the two selected travel agents and competitive airfares offered to UN,

the following arrangement will be set:

For international tickets: Quotations will be obtained from the two selected travel agents and tickets will be bought from the travel agent offering the lower fare meeting booking requirements;

IV. MONITORING AND QUALITY ASSURANCE

- UN travel focal points shall perform inspection of services, including but not limit to:
 - (i) checking if the tickets sent to UN are <u>from the airline</u> operating the flights with ticket fares and associated taxes, fees; fare auditing contracting with fare audit companies;
 - (ii) verification of the ticket class indicated in the ticket and in the confirmed booking;
 - (iii) checking ticket fares with website fares for the same ticket class and itineraries
 - (iv) checking service charge rates.

Frequency of deviation from the competitive rates in the market and in the contract shall be factored into the annual performance review and will be considered as ground for contract termination;

- Quarterly meetings will be arranged between the selected travel agents and the UN travel focal points to review the service quality of the travel agents, discuss any deficiencies found and corrective actions to be taken;
- Contract administration and performance assessment will base on the Service Level required by the UN Annex 3.
- Standard Operation Procedures (SOP) on buying tickets and payment is attached in Annex 4.

V. REPRESENTATION AND WARRANTIES

- 1. The Travel Agent represents and warrants that, at the time of ticketing, it will obtain the lowest fare applicable for the mode and class of travel and/or other travel services authorized by UNDP and its Associated Agencies in accordance with this Agreement and consistent with the Travel Authorization for the journey concerned. Such lowest cost fare will reflect the most direct and economical routing.
- 2. UNDP and its Associated Agencies shall have the right to perform pre or post travel audits, through its travel unit or through independent auditors, in order to assess the Travel Agent's compliance with the lowest cost fare. In the event that the Travel Agent has not obtained the lowest cost fare, the Travel Agent shall refund to UNDP or its Associated Agencies the difference between the price paid by UNDP or its Associated Agencies and the price of the lowest cost fare which was available. In the event that UNDP and its Associated Agencies notify the Travel Agent that it considers the number of times the lowest fare has not been obtained by the Travel Agent, UNDP and its Associated Agencies shall have the right to immediately terminate this Agreement.
- 3. UNDP and its Associated Agencies neither represent nor warrant that the Travel Agent will provide a guaranteed level of Travel Management Services hereunder, and UNDP and its Associated Agencies do not guarantee any minimum quantity of Travel Management Services or procurement.

VI. DURATION OF THE LONG TERM AGREEMENT WITH THE SUCCESSFUL TRAVEL AGENTS

The successful bidders shall be contracted for this purpose for an initial period of one (1) year, and may be extended for additional two years on yearly basis based on:

- a) Satisfactory performance of the selected travel agents;
- b) Retention of the same service fees as agreed with the UN during the first year of contract, except when the fees are reduced without a reduction in the scope and quality of services; and
- c) Requirements from UN agencies in Timor-Leste.

The contracts with the successful travel agents shall be signed by UNDP, the appointed agency for and on behalf of the other UN Agencies.

The Contracts shall not set a minimum guarantee on volume sales on the part of the UN Agencies, nor will the UN or the travel agent be allowed to impose such a guarantee of volume any time before or during the life of the contract.

VII. DUTY STATION

The selected travel agents will provide travel services from their own office.

VIII. COMPENSATION SCHEME AND PAYMENT TERMS

Travel agents shall generate its income mainly on a per-ticket issuance fee;

For official travels, the selected travel agents will work directly with UN travel points for payment. Payment will be made monthly by each UN agency upon receiving and acceptance of:

- Official request for payment from the contractor
- Official invoice from the contractor to each agency
- Summary of tickets issued, ticket fares with associated service fees to each UN agency

For personal travel services, the travelers will directly contact and settle payment with the travel agents.

LIST OF ANNEXES ATTACHED TO THE TOR

- Annex 1: Monthly report for payment
- > Annex 2: Template for UN data report
- > Annex 3: Service Level required by UN
- Annex 4: SOP on tickets and payments

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have	you duly completed all the Returnable Bidding Forms?	
-	Form A: Bid Submission Form	
-	Form B: Bidder Information Form	
-	Form C: Joint Venture/Consortium/ Association Information Form	
-	Form D: Qualification Form	
	you provided the required documents to establish compliance with the lation criteria in Section 4?	
-	Copy of business license	
-	Copy of IATA accreditation	
-	Track records of contracts of similar sizes with UN - Form D	
•	Copies of the audited financial statements (balance sheets, including all related notes, and income statements) – attached to form D- part 5	
•	3 Statements of Satisfactory Performance from the Top 10 Clients in terms of Contract Value the past 3 years – attached to Form D	
	CVs of proposed travel personnel (two dedicated and one alternate travel personnel) with Copy of ticketing training certificate(s) and English certificate or evidence of serving international clients	

Financial Proposal:

■ Form E: Financial Proposal Form		Form E: Financial Proposal Form		
-----------------------------------	--	---------------------------------	--	--

Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]		Select date
ITB reference:	ITB-001-TLS-2019		

We, the undersigned, offer to supply the goods and related services required for LTAs with Two Travel Agents for the United Nations System in Timor-Leste in accordance with your Invitation to Bid Ref No. ITB-001-TLS-2019 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 Bidderl	

	ro				
Legal name of Bidder	[Complete]				
Legal address	[Complete]				
Year of registration	[Complete]				
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]				
Are you a UNGM registered vendor?	☐ Yes ☐ No If yes, [insert UGNM vendor number]				
Are you a UNDP vendor?	☐ Yes ☐ No If yes, [insert UNDP vendor number]				
Countries of operation	[Complete]				
No. of full-time employees	[Complete]				
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]				
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]				
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]				
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]				
Is your company a member of the UN Global Compact	[Complete]				
Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]				
Please attach the following documents:	 Business Registration Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any; Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices 				

which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices (if any)

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	: [Insert Name of Bidder]		Select date
ITB reference:	ITB-001-TLS-2019		

пые	ierence.	110-001-113-2019				
To be c	ompleted and retu	urned with your Bid if	the Bid is submi	itted a	s a Joint Venture/Consortium/Association.	
No Name of Partner and contact information (address telephone numbers, fax numbers, e-mail address)					Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed	
1	[Complete]				[Complete]	
2	[Complete]				[Complete]	
3	[Complete]				[Complete]	
Assoc the ev	iation during the learning the		[Complete]	ent sig	ned by every partner, which details the likely lega	
□ Lette	er of intent to forr	m a joint venture O	DR □ JV/Co	onsort of the	the members of the said joint venture: ium/Association agreement Joint Venture/Consortium/Association shall be jointly the Contract.	
Name 	of partner:		N -	lame (of partner:	
Signat	ure:		S	ignatı	ıre:	
Date:			D	ate: _		
Name	of partner:		N	lame (of partner:	
Signat	:ure:		S	ignatu	ıre:	

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]		Select date
ITB reference:	ITB-001-TLS-2019		

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

1. <u>History of Non- Performing Contracts</u> (please tick the box)

□Non-performing contracts did not occur during the last 3 years						
☐ Contract(s) not performed in the last 3 years						
Year Non- performed Contract Identification Total Contract Amount (current value in US\$)						
		Name of Client: Address of Client: Reason(s) for non-performance:				

2.Litigation History (including pending litigation) – please tick the box

☐ No litigation history for the last 3 years									
☐ Litigation	☐ Litigation History as indicated below								
Year of	Year of Amount in dispute Contract Identification Total Contract Amount								
dispute (in US\$) (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:							

3. Previous Relevant Experience (please fill in below table)

3.1. Please list only previous similar assignments successfully completed in from 2016 - Present

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	Client & Reference Contact Details	Contract Value (USD)	Period of activity and status (2016-present)	Types of activities undertaken

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

3.2. Ticketing contract(s) from <u>USD 250,000/year</u> with international organization(s) in Timo-Leste and/or Indonesia from 2016-now

	Clients	Year (2016, 2017, 2018 or 2019)	Contract value USD	Contract No.	Client contact details (name, MOB, email)
1					
2					
3					
4					

3.3. Volume of air ticket sales in 2016, 2017 and 2018

Description	2016	2017	2018	Total 2016-2018
	USD	USD	USD	USD
Volume of air ticket sales				

4. Performance

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

5. Financial Standing

Annual Turnover for the last 3 years	Year 2016	USD	
	Year 2017	USD	
	Year 2018	USD	

Financial information (in US\$ equivalent)	Historic information for the last 3 years								
	Year 1 (2016)	Year 2 (2017)	Year 3 (2018)						
	In	formation from Balance She	eet						
Total Assets (TA)									
Total Liabilities (TL)									
Current Assets (CA)									
Current Liabilities (CL)									
	Info	rmation from Income Stater	ment						
Total / Gross Revenue (TR)									
Profits Before Taxes (PBT)									
Net Profit									
Current Ratio									

☐ Attached are copies of the audited financial statements in English (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Title:	
Date:	
Signature:	

[Stamp with official stamp of the Bidder]

FORM E: Financial Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-001-TLS-2019		

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.

Currency of the Bid: USD

Ticket Isusance Fees

Item#	Description	Estimated data for 3 years (a)	Fee charge per issued ticket (USD) VAT included if applicable (b)	Total fees (USD) VAT included if applicable a*b
1.	Fee for issuing international air-tickets	1,200 tickets		
	Total			

UN Timor-Leste does not warrant that any quantity will be purchased during the term of the agreement/s.

Name of Bidder:	
Authorised signature:	
Name of authorised signatory:	
Functional Title:	

ANNEX 1 - MONTHLY REPORT FOR PAYMENT

Submission: day 7 of the following month

TO: UN AGENCY

ADD: UN House, Caicoli Street, Dili, Timor-Leste

TEL: +670 3311220

ATTN: Name of UN Agency Travel Focal Point

EMAIL: registry.tp@undp.org

INVOICE

F	Received at UNA by Date:
ı	nvoice Duration for:
[name], UNA Travel Focal Point

N	D. ISS	SUING	CODE	TRAVEL START DATE	TRAVEL FINISH DATE	TRAVELLER NAME	CATEGOR Y S staff; E guest;		PROJECT ID	TAX CODE	ROUTE		MILEAGE (Km)	TICKET NUMBER		TRAVEL CLASS (Y/W/Z)	Market fare	Discount amount	CA Airfare, Price	VAT	Airport Tax	Surcharge fee	Currency	Service charge (USD)	Exchange Rate	Total (USD)	NOTE
	1 3	30-Jul		8-Aug	12-Aug		E	UNDP			DILI-BANGKOK- DILI	DIL/BKK/DIL		7382417242141	QG				191	0	0		USD			0	
[2																										
To	tal	•	•					•																		-	

Signed and Stamped by Travel Agency

Date

ANNEX 2 - TOP DESTINATIONS

	UN Staff /	Non Staff	Citi	link	Gar			RWAYS	Malaysian	AIRLINES	TOTAL
Destination	No. of	Ticket	Economy	Business	Economy	Business	Economy	Business	Economy	Business	

ANNEX 3 - SERVICE LEVEL REQUIRED BY THE UN

Service	Services with required level	Meet UN	Remarks to support ratings
catogeries	·	requirement	Remarks to support ratings
Reservation	1. Bookings from all airlines having cooperate	☐ Yes	
	agreements with UN and other airlines operating the	□ No	
	route provided (minimum three or less depending on		
	available options)		
	Correct and accurate Bookings in accordance with	☐ Yes	
	UN travel policy and travel authorization	□ No	
	3. Bookings (with ticketing deadlines, all restrictions,	☐ Yes	
	possible inconveniences of the itinerary) delivered	□ No	
	within 3 hours or latest within the same day of		
	request thru email		
	4. Reminding deadlines to issue tickets (1-2 days	□ Yes	
	before the deadlines)	□ No	
	5. Daily feedback on status of wait-listed bookings	□ Yes	
	until confirmation is obtained	□ No	
	6. Timely advise travelers of schedule changes	☐ Yes	
	(immediately upon receiving such changes)	□ No	
Ticket fares	6. Competitive fares offered (fares upon verified by	□ Yes	
	UN remain competative)	□ No	
	7. Accurate tickets issued	☐ Excellent	
		☐ Good	
		☐ Fair	
		□ Poor	
	8. Ticket refunds to be made in the next payment	□ Yes	
	schedule	□ No	
Advisory service	Maintain travelers' phone numbers and email	☐ Excellent	
	contacts	☐ Good	
		☐ Fair	
		□ Poor	
		_ , 551	

Service	Services with required level	Meet UN	Remarks to support ratings
catogeries	10. Timely notify travelers of airport closures delayed or canceled flights, security procedures, health precautions, as well as other changes that will affect or will require preparations from the travelers, sufficiently before departure time;	requirement Excellent Good Fair Poor	
Dedicated travel	11. Timely provide UN documents/information on changes and updates on airline rates, promotions, policy changes, etc. (immediately upon receiving such information) 12. Good travel expertise and skill of the dedicated	☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Excellent	
personnel	travel personnel	☐ Good ☐ Fair ☐ Poor	
	13. Good English communication skill of the dedicated travel personnel	□ Excellent □ Good □ Fair □ Poor	
	14. Effective back up support	□ Excellent □ Good □ Fair □ Poor	
	15. Service oriented attitude	☐ Excellent☐ Good☐ Fair☐ Poor	
Report/Billing	16. Accurate monthly report for payment submitted in timely maner (Date 7 for the previous month)	□ Excellent □ Good □ Fair □ Poor	
	17. Accurate invoices submitted	□ Excellent □ Good □ Fair □ Poor	
	18. Accurate and timely UN data reports submitted	☐ Excellent ☐ Good ☐ Fair ☐ Poor	
	19. Full service accessibility: Eight (8) hours services provided during UN work days. Calls are attended after three rings and email requests are attended within 3 hours . 24 hours access in case of emergencies to provide necessary supports required by UN	□ Yes □ No	

Step	Task	Responsibility	Means of Communication/ Operation	Notes/Processing Time
	Air bookings			
1	UNA Travel Focal Points send air bookings to the travel agents: - traveller's name; - itinerary and dates, class - traveller's personal requests of dates, extra travel cities if any.	UNA Travel Focal Points (TFPs)	Email; For urgent travels follow up by phone	Immediately upon receiving the request: - For international tickets: Request should be sent to both travel agents at the same time to get the lower priced quotation meeting UN requirements
2	 Provide booking options from all airlines which UN has cooperate agreements and other airlines operating the route, in accordance with entitlements as per UN travel policies or Travel Authorizations, request from TFPs; Obtain minimum three options or less depending on available options. Transit visa if required for any options must be included in the bookings; Send bookings to TFPs 	Travel agents	On its booking system and Email	Immediately upon receiving the request and inform TFPs within 3 hours or latest within the same day of request thru email; Booking information should include flight/ticket restrictions, involuntary stop-overs, hidden stops, required transit visa and other possible inconveniences of the itinerary; Travel agency shall accurately and in a timely manner advise requesters of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of booking
3	 Check/compare the booking options provided by both travel agents for international tickets; Inform the travel agent who provides the lower priced option to keep the booking; Ask the travel agent who provides the higher priced option to cancel the booking on its system to avoid duplicated booking 	UNA TFPs	Email	Personal booking if any is coordinated directly between the travellers and the travel agents; UNA pay the official booking's fare or the actual personal fare up to the amount of the official fare; The travel agents collect the fare difference if any directly from the travellers requesting personal booking's dates
4	 In case the travel arrangements cannot be confirmed, UNA TFPs and travellers should be notified of the problem and proposed alternative routings/quotations/dates for the traveller's consideration; For wait-listed bookings, daily feedback on status of flight should continuously be provided until the booking is obtained; 	Travel agents	Email; phone calls	Since the bookings options are sent until the final booking can be confirmed; In case by deadlines of the bookings, all requirements are not available yet, the travel agents keep renewing the bookings and inform the UNA TFPs and the travellers accordingly

5		Request ticket issuance after checking all necessary equirements	UNA TFPs	Email	As soon as the ticket can be confirmed
6		ssue tickets as per UN TFPs requests	Travel agents	Email with e-ticket (link and/or attachment)	Tickets should be accurately issued with detailed itineraries showing the accurate status of the airline on all segments of the journey; The issued tickets must be from the airline operating the flights with ticket fares and associated taxes, fees, not from the travel agent. Ticket class must be the same as the ticket class in the booking confirmed by UN.
7	tr - c - c	Check if the tickets sent to UN are from the airline operating he flights with ticket fares and associated taxes, fees; Verify the ticket class indicated in the ticket and in the confirmed booking; Check the ticket fares with website fares for the same ticket class and itineraries especially for domestic tickets; Check service charge rates.	UNA TFPs	Email	Immediately upon receiving the issued tickets and send feedbacks to the travel agent as soon as possible if there is any problem
8	o fa s - s c tr	Provide travelers with online and offline relevant information on official destinations (e.g., airport transfers/land transportation acilities, currency restrictions/regulations, health advisories, security advisories, weather conditions, etc.); Notify travelers of airport closures delayed or canceled flights, security procedures, health precautions, as well as other changes that will affect or will require preparations from the ravelers, sufficiently before departure time; Provide travelers with quick reference for requested destinations;	Travel agents	Email	Since the ticket is issued until the flights complete.

	In case of ticket change/cancellation: a. process duly authorized flight changes/cancellations when			
9	and as required to avoid cancellation fees and charges imposed by the airlines; b. immediately process airline refunds for canceled travel requirements/unutilized pre-paid tickets and credit these to the UN as expeditiously as possible; c. Refund tickets within a maximum of three (3) months only; and d. Limit refund charges at airline rates only, i.e., no additional charges will accrue to the travel agents.	Travel agents	Email with e-ticket (link and/or attachment)	Provide the same level of service for rebooking, reissuance and refund requirements
II	Invoicing, Payments			
1	Send monthly reports of all tickets issued to each UN Agency	Travel agents	Email; excel file	By the 7th for previous month report;
2	back to the travel agents of notes until the reports are agreed	UN travel focal points and the travel agents	Email, telephone	After 04 working days; Final reports should be sent via email;
3	The travel agents send original invoices to the UN travel focal	UN travel focal points and the travel agents	Original invoices	
4	lauthorisations and sends invoices to finance for navments	The UN travel focal points; UNA finance staff	Original invoices	Payment within 30 days upon acceptance of the original invoice