

INVITATION TO BID

**Provision of Travel Management Services
to UN Agencies in Fiji
on
Long Term Agreement basis – ITB/Fiji/LTA 01-15**



United Nations Development Programme
January, 2016

Section 1. Letter of Invitation

January 28, 2016

Invitation to Bid – Provision of Travel Management Services to UN Agencies in Fiji on Long Term Agreement basis – ITB/Fiji/LTA 01-15

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites travel Service Providers and Other suitable companies/organizations to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Contract to be signed (Travel agency agreement –sample), including General Terms and Conditions

Your offer, comprising of a Technical Bid and Price Schedule, in a sealed envelope, should be submitted in accordance with Section 2.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly. Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

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

**Yours sincerely,
Osnat Lubrani
UNDP Fiji MCO Resident Representative and Coordinator**

Section 2: Instruction to Bidders¹

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this

ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

- n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *"Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All 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:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of

- Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
 - 5.3 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 what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

- 6. Similarly, the following must be disclosed in the Bid :

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

- 7. 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
- 8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such 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 Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

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 **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids (if applicable) :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation

of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 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 Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted

in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP 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
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along 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 entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture

shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. 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.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). 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 either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, 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 must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

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 submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, 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 to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the 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 **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- 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 any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;

- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, 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 Bid, in accordance with ITB Clause 35.

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 Bid.

31. Responsiveness of Bid

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, and specifications of the ITB without material deviation, reservation, or omission.

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.

32. Nonconformities, Reparable Errors and Omissions

32.3 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.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, 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.

32.5 Provided that the Bid is substantially responsive, UNDP shall 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 subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 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. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

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 (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related 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.

36. Contract Signature

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 of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall 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 Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or 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/procurement/protest.shtml>

Instructions to Bidders

DATA SHEET²

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	UN Common Travel Initiative
2		Title of Goods/Services/Work Required:	Provision of Travel Management Services to the UN Agencies in Fiji on long term basis (ITB/Fiji/LTA 01-15)
3		Country:	Fiji
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not Allowed
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be allowed
7	C.22	A pre-Bid conference will be held on:	<p>Time: 1130 hrs. Date: 11th February 2016 Venue: UNDP Fiji MCO Conference Room</p> <p>The UNDP focal point for the arrangement is: Ms. Rebecca Narayan Address: Level 8, Kadavu House Telephone: (679) 3312500 Facsimile: (679) 3301718 E-mail: rebecca.narayan@undp.org; CC: procurement.fj@undp.org</p>

² All DS number entries in the Data Sheet are cited as references in the Instructions to Bidders. All DS Nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "n/a" but must not be deleted.

			<p>Bidders are required to provide advance intimation (Bidders may attend by virtual (Skype/ Teleconference) through the UNDP email address: procurement.fj@undp.org . Indicating mode of participation, either by telephone, skype or in person and accordingly respective contact details should be included in the same email.</p> <p>Senior staff (maximum 2 staff per organisation) from the bidders' organisation may attend. Attendance is not mandatory for this pre-proposal meeting, but optional.</p>
8	C.21.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Bid Security ³	N/A
11	B.9.5 C.15.4 a)	Validity of Bid Security	N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed. LTA service providers will be assessed during the performance review and actions taken accordingly.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> Fijian Dollars (FJD) and USD <i>Reference date for determining UN Operational Exchange Rate : 29th February, 2016</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 days before the closing date.

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

17	B.10.1	Contact Details for submitting clarifications/questions ⁴	<p>Focal Person in UNDP: Tirnesh Prasad Address: Level 8, 414 Victoria Parade, Suva. Fiji E-mail address dedicated for this purpose procurement.fj@undp.org</p> <p>(Response to clarification question will only be provided for written clarifications questions, not for verbal clarification question)</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p><input checked="" type="checkbox"/> Direct communication to prospective Bidders by email, or Posting on the website⁵ http://www.fj.undp.org/content/fiji/en/home/operations/procurement.html</p>
19	D.23.3	No. of copies of Bid that must be submitted	<p>Original : 1 (one) Copy: 1 on CD ROM - Please provide the bid and its annexures (scanned copies in ONE PDF FILE) in a CD/DVD; and can be kept in the envelope containing hard copy bid. This requirement only applies to bidders submitting their bids by hand/courier.</p>
20	D.23.1 b) D.23.2 D.24	Bid submission address	<p>The Resident Representative C/-UNDP, Level 8, Kadavu House Private Mail Bag Suva, Fiji</p>
21	C.21.1 D.24	Deadline of Bid Submission	<p>Date and Time: (Fiji Time) 29th February 2016, 4.30pm</p>
22	D.23.2	Manner of Submitting Bid	<p><input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid</p>

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

⁵ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p><u>Note to Bidders</u> Bidders should avoid attempting to send bids by email just prior to the deadline as the Purchaser cannot be held responsible for congestion or delays in transmission. The time of receipt of the last email message of a bid as recorded by the purchaser's mail server shall constitute the time of receipt of the bid for purpose of meeting the bid deadline. It is the Bidder's responsibility to ensure bids arrive before the deadline</p> <p>* Official Address for e-submission: procurement.fj@undp.org</p> <p>* Free from virus and corrupted files</p> <p>* Format : PDF files only, password protected</p> <p>* Password must not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 for bids.</p> <p>* Max. File Size per transmission: 10 MB</p> <p>* Max. No. of transmission : 5</p> <p>* No. of copies to be transmitted : 1</p> <p>* Mandatory subject of email : Provision of Travel Management Services to the UN Agencies in Fiji on long term basis (ITB/Fiji/LTA 01-15)</p> <p>* Virus Scanning Software to be Used prior to transmission: Any</p> <p>* Time Zone to be Recognized: (UTC+12:00) Fiji</p>
24	D.23.1 c)	Date, time and venue for opening of Bid	<p>Date and Time: 29th February , 2016 @ 4..45 PM (Fiji Time) Venue : UNDP Conference Room (Public bid opening)</p>
25		Evaluation method to be used in selecting the most responsive Bid	<p><input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid , that is: 1). First two lowest bidders will be awarded, where second lowest technically complied bidders bid</p>

			should not exceed 20% higher than the lowest bid. If second lowest bid exceed 20% tolerance level then only one bidder will be awarded.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders	<p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured;</p> <p><input checked="" type="checkbox"/> Members of the Governing Board and their Designations, or its equivalent document if Bidder is not a corporation;</p> <p><input checked="" type="checkbox"/> Copy of Registration of legal entity by state authorities, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;</p> <p><input checked="" type="checkbox"/> Copy of IATA Accreditation Certificate;</p> <p><input checked="" type="checkbox"/> In the event that response to this invitation is made in association with a partner (i.e. Consortium or Joint Venture) the documentation shall include the corresponding agreement between the parties and indicate roles and responsibilities of all the partners.</p> <p><input checked="" type="checkbox"/> List of major corporate clients highlighting similar contracts for clients of comparable business nature and size as UNDP/UN, Contract Details / Estimated Contract Value;</p> <p><input checked="" type="checkbox"/> CVs of managerial personnel and travel staff highlighting experiences in servicing international organizations of similar size and nature as UNDP/UN, including relevant certificates, accreditations, awards and citations received;</p> <p><input checked="" type="checkbox"/> Latest Financial Statements (Income Statement and Balance Sheet) audited as per country regulation or validated by tax authorities for the past three years (2013, 2014 and 2015) including Auditor's Report if available;</p> <p><input checked="" type="checkbox"/> Copy IATA Billing and Settlement plan (BSP) for FY 2015 (or last 12 months).</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance or Letters of Recommendations/ Satisfactory performances from the Top three Clients, in terms of contract value also;</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (five) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the</p>

			<p>amounts involved, and the final resolution if already concluded;</p> <p><input checked="" type="checkbox"/> Copies of licenses and membership certificates in global travel management associations (if any);</p> <p><input checked="" type="checkbox"/> Provide written statement of how gender equality, environment sustainability and national labor laws is followed at workplace. The statement may accompany relevant document or policies that the organization may have or achieved in recognitions of these.</p> <p><input checked="" type="checkbox"/> Other relevant documents, as requested in the Terms of Reference</p>
27		Other documents that may be Submitted to Establish Eligibility	<p>Bidders are required to demonstrate the following in their proposal in-addition to the mentioned criteria:</p> <p>a) Legal registration</p> <p>b) Document indicating that minimum three (3) ongoing or completed contracts for same or similar services executed in last 36 months having :</p> <p>a. One of the contract above USD 1,000,000 per year</p> <p>*For each contract, provide details of: client name, contract dates, contract values, contract focal point name and email, work location. [Note: UNDP reserves the right to conduct reference checks with one or more of the listed clients of the Vendor]</p>
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<p>✓ Signed Bid Submission form.</p> <p>✓ Documents in 26 and 27 above.</p> <p>✓ Provided documents should be in line with Bid Data sheet requirements.</p>
29	C.15.2	Latest Expected date for commencement of Contract	<i>May 20, 2016</i>
30	C.15.2	Maximum Expected duration of contract	1+ 4 years; Long Term Agreement would be for an initial period of one year with the option to extend for four additional years subject to satisfactory performance and agreement of current market price, as per financial proposal template in section 7.

31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One or more Proposers, depending on the following factors: The number of qualified bidders able to handle the travel volume for UNDP and Participating UN Agencies, capacity of the travel agent. First two technically competent lowest bidders will be awarded, where second lowest technically complied bidders bid should not exceed 20% higher than the lowest bid. If second lowest bid exceed 20% tolerance level then only one bidder will be awarded.
32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications <input checked="" type="checkbox"/> Compliance on the following qualification requirements : <p><u>Bid Evaluation Criteria</u>⁶</p> <input checked="" type="checkbox"/> Pass all criteria in section 3: Terms of Reference under Part D - Qualifications of the Successful Service Provider. <input checked="" type="checkbox"/> Full compliant to other criteria as outlined in the Technical Requirements;
33	E.29	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Others (<i>receipt of signed contract by both parties</i>)
35		Other Information Related to the ITB ⁷	<ul style="list-style-type: none"> • 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

⁶ Pls. reconcile and ensure consistency with the contents of the Technical Specifications

			<p>or similar services from other travel agent at its sole discretion as the situation may warrant.</p> <ul style="list-style-type: none"> • 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 • Other UN agencies in Pacific Island Countries are also entitled to use this LTA and issue purchase orders to the supplier citing this LTA. • The same LTA prices extend to both groups and individual bookings.
--	--	--	--

Section 3: Terms of Reference (TOR)

Provision of Travel Management Services to UN Agencies in Fiji on Long Term Agreement basis – ITB/Fiji/LTA 01-15

A. Background and General Considerations

1. Background

The United Nations (UN) Agencies in Fiji in its efforts to harmonize common travel services among the UN Agencies and intends to appoint **two (2) Common Travel Services Provider to be based in Fiji** for the United Nations Agencies based in Fiji and vicinity of UN agencies based in Fiji., which include, but not limited to UNDP: UNICEF, UNFPA, UNHCR, UNODC, UNOCHA, UNISDR, UNAIDS, WHO, UNOHCHR, WFP, UNWOMEN and UNDP/UNV, UNDSS, UNIC, ILO, UNESCO, ESCAP and other participating UN agencies. In order to achieve time and cost efficiency while ensuring outstanding quality of service. UNDP Fiji MCO on behalf of the UN Agencies in Fiji and vicinity of UN agencies in the Pacific, envisages entering into two (2) Long Term Agreement with two (2) qualified Travel Agency for the provision of Travel Management Services for an initial period of one year with the option to extend for four additional years, subject to a satisfactory performance evaluation and current market price, as per financial proposal template in section 7. Standard Contract template and Terms and conditions of UNDP are shared at Section 8 respectively.

The appointed Travel Management Services Provider(s) is expected to handle all domestic and international travel service arrangements for the United Nation Agencies participating in the Common Travel Services Management Agreement.

The average annual volume of air tickets procured by the above UN Agencies during 2014 and 2015 amounts to approximately **US\$4,362,241.73**. Ticketing volume in the years to come is expected to remain at comparatively similar levels. However, any agreement resulting from this invitation to bid carries with it no guarantee of future business levels of Travel Management Services hereunder, and UN Agencies do not guarantee any minimum quantity of Travel Management Services or procurement.

		Fiji Airways	Qantas Airways	Air Niugini	United Airline	Korean Air	Air New Zealand	Air Nauru	Solomon Airline	Thai Airways	Virgin Airline	TOTAL
01/01/15 - 30/11/15	<i>Expenditure</i>	\$1,990,709.25	\$550,217.25	\$109,328.30	\$476,608.00	\$460,071.00	\$285,214.00	\$265,600.00	\$174,878.77	\$126,107.00	\$96,868.00	\$4,535,601.57
	<i>Tickets issued</i>	2233	490	50	114	101	165	109	278	42	85	3667
01/01/14 - 31/12/14	<i>Expenditure</i>	\$1,790,709.25	\$402,630.96	\$76,945.00	\$496,359.00	\$493,669.00	\$300,101.00	\$188,506.19	\$165,233.49	\$143,927.00	\$130,801.00	\$4,188,881.89
	<i>Tickets issued</i>	2,036	443	40	139	127	146	79	290	52	95	3447
Annual Average	<i>Expenditure</i>	\$1,890,709.25	\$476,424.11	\$93,136.65	\$486,483.50	\$476,870.00	\$292,657.50	\$227,053.10	\$170,056.13	\$135,017.00	\$113,834.50	\$4,362,241.73
	<i>Tickets issued</i>	2135	467	45	127	114	156	94	284	47	90	3557

UNDP Fiji on behalf of other UN Agencies intends to establish Long Term Agreements (LTA's) for travel services in Fiji and vicinity of UN agencies based in Fiji. Identified travel service provider will have long term agreement (LTA) with UNDP.

In case there will be any travel request from other Pacific Island Countries, UNDP/ participating UN agencies will primarily contract the strategic travel agent without going through the procurement process each time. The strategic travel agent will gain benefit from the volume of the services used by the various UN agencies in Fiji and other Pacific island Countries.

Travel, as referred to in the Terms of Reference, shall apply to all journeys of UN Agencies staff from one place to another for official business purposes. These official purposes include, but need not be limited to, the following:

- Official missions, meetings and various events;
- Home leaves, emergency travels, and educational leaves.

UN Agencies recognize the importance of confidentiality of the data provided the proposal information and the travel itineraries and reservation of its travelers. Accordingly, the selected agency must keep confidential all dealings with the UN Agencies.

It should be noted that UN Agencies are not committed to selecting any of the agencies submitting proposals. Furthermore, UN Agencies are not obliged in any way to selecting the agent offering the lowest price.

Quality of services and value for money are the principal selection criteria. You are to indicate what arrangements you would propose to meet the principal selection criteria.

2. UN/UNDP Travel Policy

Current air travel policy requires the Travel Agencies in all cases to book the most economical fare available including restricted and non-refundable fares and to research alternate itineraries in order to provide the lowest appropriate fares, which satisfy the UN/UNDP travel policies and mission requirements.

The UN travel policies embody the following basic principles:

- 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 rare specific categories;
- e. The Travel Agency must be knowledgeable of and prepared to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate;
- f. The Travel Agency shall, where appropriate, attempt to obtain upgrades for UN/UNDP travellers wherever possible.

B. Scope of Services, Expected Outputs and Performance Standards

3. Objective

UNDP Fiji MCO, on behalf of the UN Agencies listed above, is hereby undertaking a solicitation of proposals from Travel Agencies which are interested to provide various Travel Management Services regularly required by the UN Agencies in the South Pacific. All management and administrative products, current and emerging, which assist in the support of the authorized travel, fall within the scope of the proposal. The successful proposer shall be contracted for this purpose for an initial period of one (1) year and renewable for additional four (4) years, upon satisfactory evaluation of performance.

5. Scope of Services and Expected Outputs

The successful Travel Agency shall provide full, prompt, accurate and expert international and domestic travel products and services to staff of the UN Agencies from 08:00 to 17:30 during working days. In addition the Travel Agency shall provide for 24 hours emergency service, as well as for services during weekends and official holidays where emergency travel service is required (this can originate from remote locations). One of the Travel Agency's employees shall always be reachable by phone. The products and services include, but are not limited to, the following:

Mandatory Services Requirement

1) Reservation and Ticketing

- For every request, the Travel Agency shall immediately make offers and prepare appropriate itineraries and formal quotation based on the most economical fare available including restricted and non-refundable fares on the most direct and convenient routing;
- In the event of loss, the Travel Agency shall immediately replace airline tickets, as per conditions enforced by airline carriers;
- In the event that required travel arrangement cannot be confirmed, the Travel Agency shall notify the UN Agency representative of the problem and present minimum three (3) alternative routings/quotations for consideration;
- For wait-listed bookings, the Travel Agency shall provide regular daily feedback on status of the flight;
- The 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, as per conditions enforced by airline carriers;
- The Travel Agency shall promptly issue and deliver accurately printed e-tickets and detailed itineraries, (in printed and/or electronic format) showing the accurate status of the airline on all segments of the journey;
- The Travel Agency shall accurately advise UN/UNDP of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- The Travel Agency shall provide information on airline tickets schedules.

2) Airfares and Airlines Routings/Itineraries

- The Travel Agency shall propose fares/airline routings and guarantee that it shall obtain the lowest available airfare for the journey concerned. Such journeys shall be the most direct and economic routing, unless travel time exceeds nine (9) hours in duration with a maximum two (2) hours break between flight segments;
- The Travel Agency shall ensure that tickets issued are in accordance with entitlements prescribed in UN/UNDP Travel Authorization;

- The Travel Agency shall assist UN/UNDP representatives 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 particular travel);
- The Travel Agency shall advise market practices and trends that could result in further savings for UN Agencies, including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting;
- The Travel Agency shall propose fares/airline routings in accordance with the latest UN Airline Safety List;
- The Travel Agency shall provide all official travelers with last seat availability, advance seat assignments and advance boarding passes, wherever possible on all airlines for which the Travel Agent can offer these services. The Travel Agency is expected to expand these services, as they become available on additional carriers.

3) Travel Information / Advisories

- The Travel Agency shall provide quick reference for requested destinations;
- The Travel Agency shall provide travellers 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.;
- The Travel Agency shall inform travellers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, and other inconveniences of the itinerary and provide required documentation for travels;
- The Travel Agency shall provide travellers on request 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., as per Global Distribution System guides;
- The Travel Agency shall promptly notify travellers of airport closures, delayed or cancelled flights, as well as other changes that might affect or will require preparations from travellers, sufficiently before departure time, and as soon as it becomes available.

4) Flight Cancellation / Rebooking and Refunds

- The Travel Agency shall process duly authorized flight changes /cancellations when and as required;
- 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;
- The Travel Agency shall refund tickets within one (1) week only;
- The Travel Agency shall limit refund charges at airline rate only, i.e. no additional charges will accrue to the Travel Agency;
- The Travel Agency shall absorb cancellation and/or change reservation date charges which are due to no fault of the UN Agency or the traveller;
- The Travel Agency shall report back to the respective UN Agency on the status of ticket refunds.

5) Supplier Relations

- The Travel Agency shall not favour any particular air carrier when making reservations;
- The Travel Agency shall maintain excellent relations with all air carriers for the benefit of the UN Agencies in the Pacific Island Countries.
-

6) Services Quality Control and continuous improvements

- The Travel Agency shall establish and operate to monitor on a regular and continuous basis the quality of travel products and services provided to the UN Agencies in Pacific Island Countries ;
- 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 Pacific Island Countries;
- Regular\meetings between senior management to monitor and review progress on an ongoing basis with a view to suggesting improvements to the service.
- The UN Agencies in Pacific Island Countries 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.
- Measurements of improvements to the service will be part of the Service Level Agreement between the parties.

7) Availability of Other Products and Services as May Be Requested

- a) Lost Ticket/Travel Documents
- b) Preferred Seating Arrangements/Upgrades
- c) Privileged Check-In Services/Use of Airline Lounge Facilities
- d) Excess Baggage/Lost Baggage
- e) Travel Insurance
- f) Rail booking – if required, assist in booking through rail in overseas countries
- g) Medical advice

- The Travel Management Agency will provide medical advice and information on health requirements at all times for international travelers. The traveler profiles will include details of inoculations, wherever applicable.

h) Passport and Visa arrangements

- The Travel Management Agency shall always notify UN staff and travellers of the updated Visa requirements for destinations to be visited and transited during a planned journey and shall make certain the traveler is in possession of valid travel documents before commencement of travel. Current Visa application forms should be readily available at all times with the travel agent
- Notification of any passport and visa requirements shall always be given at the earliest opportunity.
- The Travel Management Agency shall be responsible for the provision of all necessary forms and the processing of applications.
- Applications shall be processed upon receipt by the Travel Management Agency and forwarded to the relevant consulate or embassy. The Travel Management Agency shall make the traveler / booker aware of the normal period required by the relevant authority to process the application.
- All applications will be checked by the Travel Management Agency for accuracy and completeness upon receipt. Notification of any errors shall be immediately made to the applicant.
- The progress of all passport and visa applications shall be closely monitored by the Travel Management Agency to ensure the correct documentation is returned to the traveler prior to the date of travel.
-

i) Emergency Services, e.g., sickness, injury, etc.

- At all other times a comprehensive 24 hour Emergency Service shall be available 365 days per year for assistance both in Pacific Island Countries and overseas to all travelers and members of UN Agencies' staff who may need access to an emergency service.
- The emergency service will also provide assistance in obtaining emergency medical help for staff on official travel, assistance in obtaining lost baggage, and emergency repatriation travel of UN staff. During emergencies the travel agent offices will be expected to be operational during holidays and weekends.

j) Meet and Assist Facilities & Airport Assistance

The Travel Management Agency will provide assistance service at airports as and when required

- At the time of departure: Assist passenger with issuance of boarding pass and check-in facilities at the airlines counter. Guide them to Immigration counter and security check.
- At the time of Arrival: Help them in custom clearance of luggage and guide them to vehicle parking area.

Meet & Assist: Services rendered by travel Agents staff to a passenger at the time of arrival and departure with boarding, embarkation or during connections.

8) Newsletter

- The Travel Management Agency shall provide a regular newsletter providing updated information pertinent to UN travelers. This will incorporate information regarding relevant promotional fares and rates, changes to the Travel Management Agency personnel and general travel information.

9) Providing an Interface with major Airlines and Hotels to get the best corporate deals: Ability to facilitate meetings with senior colleagues from Airlines and leading Hotel chains to get the best corporate deals for UN (data to be based on the MIS reports).

Optional Services Requirement

1) Forex services

To issue 'foreign exchange' related services to UN Agencies listed above Pacific Island Countries and other locations Pacific Island Countries, for the UN officials and their dependents, UN sponsored consultants and officials, UN sponsored study tours/fellowship travelers, wherever required

- Arranging issuance of foreign exchange in travelers cheque, currency, Debit cards etc, wherever required, against official authorization up to a maximum permissible amount according to the Reserve Bank of each Pacific Island Countries guidelines.
- Providing foreign exchange (currency and Travelers Cheques) on a US Dollar to US Dollar basis.
- Arranging for encashment/sale of travelers cheque, cards and personnel cheques at the best rates, according to the Reserve Bank Of each Pacific Island Countries guidelines and regulations.
- Arranging immediate replacement /refund and/or both of lost/ stolen travelers cheques/cards to the traveler directly, with no commission charges, through its networking offices/banks in Pacific Island Countries and around the world.

- Providing Counseling on the free encashment centers around the world to enable travelers to save in foreign exchange on conversion.
- Ensuring that UN sponsored travelers has access to a worldwide network of Agency offices as well as in Pacific Island Countries to assist them with the services free of administrative charges.
- Assigning thoroughly experienced and skilled travel consultant in offices located in the respective UNDP and United Nations System Agencies (as agreed upon and where a need exists) as per requirements.
- Providing back-up support to the travel consultant from Agency's City Office for efficient and timely servicing of forex related transactions.

2) Ground Transportation/Car Rental / provision of Taxi services for regular requirements in Pacific Island Countries and anywhere in the world. These services are required on ad-hoc or monthly rental arrangements by all UN Agencies for various requirements ranging from high end (Mercedes, BMWs etc), middle level (Toyota, Nissan, etc.) and low end (Maruti Suzuki, Hyundai, Tata etc) . Occasionally these services might be also required outside Pacific Island Countries.

Please note that Mandatory Services are non-negotiable requirements, whereas optional services are non-mandatory. UNDP and other participating agencies in Pacific Island Countries may add any or all of the Optional Services to the main Travel Agreement with the selected service provider should these be assessed as convenient for UNDP. If the bidders do not have sufficient internal capability to provide the whole range of services, they might wish to create consortiums or enter into sub-contracting for these services (please refer to clause 19 of "Instruction to Bidders" this ITB for guidance on this).

In the event that the bids is made in association with one or multiple partners (i.e. Consortium or Joint Venture) the documentation shall include the corresponding agreement between the parties and indicate roles and responsibilities of all the partners.

Performance Standards and Service Level Guarantee for Travel and Forex services has been provided in the next column. However, if the contract is entered for the whole range of services, Service Level Agreements for the rest of services would be agreed with the selected service provider and UNDP before the beginning of the contract.

Bidders are requested to clearly indicate if they propose to provide these additional services; if yes, then please submit the methodology along with financial proposal for these additional services separately. After finalization of the preferred bidder, UNDP and participating agencies will decide on incorporating the additional services in the main Travel Management contract based on the proposed methodology and financial quotes. The financial quote for these additional services should be quoted separately and submitted along with the Section – 7: Financial Proposal Form.

6. 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 and other participating UN agencies:

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Airline Reservation	Agency Accuracy	Ability to perform task completely and without error	Zero-error in passengers' records/airline bookings, fare computation, routing;
	Speed and Efficiency	Ability to deliver product or service promptly and with the use of resources	<ul style="list-style-type: none"> For confirmed bookings via itinerary within two hours time of request; For wait listed bookings via regular updates every two days;
2. Airline Tickets	Agent Accuracy	Ability to perform task completely and without error	Zero-error in the printed ticket/aborted travel due to incomplete travel documents
	Timeliness of delivery	Ability to deliver product or service on or before promised date	3 working days before departure date
3. Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/nationalities	<u>Zero-incident</u> of complaint/aborted travel due to incomplete travel documents
	Clarity	Ability to deliver product or service on or before promised date	<u>10 working days</u> before travel date
4. Billing	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error</u> or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	<u>Zero>Returns</u> for clarification/explanation
5. Rates/Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards
	Company concern about fares	Ability to quote competitive fare	At levels lower than airline preferred rates. Guarantee that <u>one quotation is the lowest obtainable fare</u> .
	Good value indicated by price	Competitive fares quoted vs. restrictions or lack/absence thereof	At the same terms or better than quoted by airlines
	Willingness to assist UN Agencies to negotiate	Voluntarily offering to assist/represent UN Agencies in dealings with airlines	Semi annual meetings to obtain competitive rates in the market and preferable fare conditions

Product / Service	Performance Attribute	Definition	Standard / Service Level
	preferred rates and concessions		
6. Service Quality	Accessibility	Ability to access or approach travel agency	Telephone: 3 rings Emergency: 24 hours Email: available Website: available
	Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meetings with UN Agencies Operations Management Committee; Travel Agency Performance Reviews once a year; No. of personal travels booked through the travel agent;
7. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	Within one month from date of cancellation
	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week Manner of resolution: Satisfactory score
8. Travel Experts	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: Monthly
10. Office premises and Hours of Services	Readiness to do business	Travel Expert to commence business	<ul style="list-style-type: none"> ▪ The Travel Agent(s) should provide travel services from 8.0 am to 17.30 p.m. during working days. In addition Travel Agent(s) shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel service is required.

Product / Service	Performance Attribute	Definition	Standard / Service Level
			<ul style="list-style-type: none"> Zero complaints that no one was around to answer calls.
11. UN Travel Policy	Adherence to UN Travel Policy	Knowledge of UN Travel Policy and secure reservations only in compliance with it	<ul style="list-style-type: none"> Send 3 options for each request (if available) which are most direct & economical routes
12. Forex Services	Agency Accuracy	Ability to perform task completely and without error	Adherence to prevailing RBI guidelines;
	Timeliness of delivery	Ability to deliver product or service on or before promised date	5 working hours after the formal request
13. Service Quality (Forex)	Accessibility	Ability to access or approach Forex representative	Telephone: 3 rings Emergency: 24 hours Email: available Website: available
	Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meetings with UN Agencies Operations Management Committee; Performance Reviews twice a year;
14. Billing Cycle (Forex)	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error</u> or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	<u>Zero>Returns</u> for clarification/explanation
15. Problem Solving (Forex)	Refunds	Ability to process and obtain Currency refunds on a timely basis	Within one month from date of request
	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week Clear line of escalation

C. Contractual and Institutional Arrangements

7. Contract Parameters

UNDP & participating UN agencies envisage entering into a multiyear contract with selected Service Provider(s) for the provision of Travel Management and associated Services. The Travel Agencies, selected as a result of the present Request for Proposal, will pass on to the UN Agencies in Pacific Island Countries their own fares and conditions offered by the air carriers and shall not expect to receive any standard or override commissions from the respective air carrier. In addition, air carriers would provide corporate discounts based on the volumes and travel preferences and such list may be expanded in the

near future. As a result of this, air carriers would apply special fares and conditions which the selected Travel Agency would be required to utilize and pass on UN Agencies under this contract– unless the Travel Agency’s own discounts for specific purchases are more convenient to UN Agencies.

For the services listed under sub-section B (Scope of Services, Expected Outputs and Performance Standards) of the Terms of Reference the selected Travel Agency will charge the UN Agencies in the Pacific on fixed transaction fee per each issued ticket and other services regardless of booking class and destination, as detailed in Section 7 (Financial Proposal Form) of the present Request for Proposal. The level of the service fees shall remain fixed for the whole duration of the contract and shall apply for a whole itinerary per passenger and each independent air ticket issued unless there are changes in pricing introduced by air carrier which should be officially communicated.

8. Roles and Responsibilities

The Travel Agency shall collaborate with the representatives designated by the UN Agencies in Pacific Island Countries listed above, who will request quotations for various itineraries, as required. Requests shall be sent in writing to the Travel Experts designated by the contracted Travel Agency and shall contain the following minimum information:

- routing/itinerary of travel;
- outbound departure date and inbound arrival date;
- class of booking and conditions of booking, if applicable (i.e. changeable dates, fully refundable etc.);
- number of tickets required;
- restrictions regarding airlines and/or air-carriers, if applicable.

Requests for quotation shall be sent between 08:00 and 17:30 during working days. In case of emergency services requested during weekends and official holidays, the request for quotation sent in writing shall be followed by a phone call from the requestor alerting of the emergency.

Within two working hours from receipt of written request by email, the contracted Travel Agency shall provide its quotation as per applicable UN/UNDP Travel Policy and special fares and conditions offered by air carriers to the UN Agencies in Pacific Island Countries. The quotation shall consist of minimum three options for the requested itinerary and shall contain the following information for each option:

- air-carriers and flight numbers;
- dates and times of departures/arrivals for each segment of the trip;
- booking class with description of applicable restrictions and period of validity of booking;
- refund/rebooking charges;
- price in USD/ Local currency of each Pacific Island Countries, disaggregated by ticket fare, taxes, service fee and other charges if applicable.

The UN Agency representative shall select the acceptable offer and shall confirm and request the Travel Agency to make the booking, as early as possible. The Travel Agency shall send the booking by email to the UN Agency representative. The period of validity of booking shall be in accordance with policies enforced by airline carriers and shall be indicated in the message.

The UN Agency representative shall make every effort to obtain all required approvals for the proposed booking and travel within the period of validity of booking. In the event that he/she failed to request issuance of electronic ticket within the period of validity of the initially proposed booking, the Travel Agency shall make every effort to re-book the initially proposed itinerary at the same fare and conditions, or shall inform the UN Agency representative of the impossibility of doing so and shall re-book the ticket at the next lowest available fare.

Upon approval of travel, the authorized sender shall request issuance of electronic ticket as per confirmed booking and price.

9. Contract Management, Reporting and Billing

The contract resulting from the present Request for Proposal shall be available for use by all UN Agencies in Pacific Island Countries listed above, which will designate one representative to deal with the Travel Agency. However, the overall contract management responsibility shall rest with UNDP Fiji MCO, who's Procurement and Travel Services Team Leader shall serve as focal point for this purpose.

The UNDP Procurement and Travel Services Team Leader shall serve as the focal point for the following:

- Contract administration and overall point of contact for the contracted Travel Agency;
- Issuance, answering questions; coordination and establishment of reports;
- Obtain and review quarterly reports from the Travel Agency;
- Conduct Travel Agency Performance Review once per year;
- Perform inspection of services, including verification of fares, rates, etc.

The UNDP travel LTA focal point shall, from time to time, evaluate and verify with other Travel Agencies and other industry indicators the comparability and competitiveness of the rates offered by the contracted Travel Agency. The UNDP Fiji MCO reserves the right to terminate contract with the Travel Agency at any time if the Travel Agency charges UN Agencies in Pacific Island Countries on higher rates than market standards, or does not render minimum services described in this tendering document.

UN Staff may use the services under this contract on same pricing conditions for personal requirements, however, their payment would be settled by the staff themselves and UNDP / other UN Agencies shall have not any obligation of settling such payments. Any such personal request should not take preference over the official work and should only be provided by the Agency if excess capacity is available. The Travel Agent shall ensure that arranging personal travel do not interfere with arranging official travel.

For purposes of accessibility, ease of coordination, efficiency of delivery of services and lowering the overall costs of doing business, the UN Agencies remain the right, and the Travel Agency contracted through this tendering exercise will comply with the request, ***to be able to provide services at their office locations (within respective Pacific Island Countries) and a day or two on ad-hoc basis as and when required with respective UN agencies, to assist UN agencies in obtaining itinerary for a major events.***

MIS/Reporting

The Travel Agency shall submit the following reports on regular basis to designated officials:

- Quarterly Production Statistics;
- Quarterly Carrier – Route – Fare Analysis and Production/Volume of Business containing the following minimum information: name of requesting unit (UN Agency), Purchase order number, PO date, ticket number, passenger name, travel dates, itinerary, ticket price, service fee applied;
- Changes and Update on Airline Rates, promotions, policy changes, etc., immediately upon the receipt of the advice;
- Reports listed below with data refreshed monthly and made available at a consolidated level as well as by organization.

Report Name	Description
Air Detail Report By Traveler	Shows detail for each ticket issued including routing, fare paid, fare basis, in policy airfare, reason for policy exception (if applicable), airfare savings (fare paid against the fare without the contract discount applied).
Air Summary Report	Shows total of fares paid with comparisons to benchmark fares; average ticket price; avg. cost per mile
Lost Opportunity by Traveler	Exception report by traveler showing fare offered compared to fare accepted with lost savings
Carrier Usage	Shows actual carrier results (e.g. spend and market-share)
Market Pairs	Market pairs including, carrier, class of service, segment fare, # of segments, average fare and cost per mile.
Advance purchase – booking	Advance booking days, expenditure, transactions, average ticket price.
Advance purchase – purchase	Advance purchase days, expenditure, transactions, average ticket price.
Frequent travelers	Traveler name, index number, tickets issued, expenditure, average ticket price
Air Carrier Analysis Report	Carrier concentration reports market pairs each of the top 10 airlines with expenditure, transactions, average segment cost and market share % for purpose of negotiations
Hotel Property Analysis by City	Reports hotels used in each city for purpose of determining negotiation opportunities by city
Unit Analysis	Breakdown of airfare spend by UN entity
Class of Service	Airline, class, segments, segment cost, % of total and average segment cost.
Carbon reporting	Air CO2 Emissions: An estimate in kilograms of the number of emissions during a flight.
Executive Summary	A summary of travel spend with air, hotel and car expenditures showing current and YTD data domestic vs. int'l and totals

- Any ad hoc reports requested that do not require extensive searches for data and/or extensive data comparison to be delivered by electronic means within two business days. Those ad hoc report requests that require extensive data search and/or extensive data comparison will be delivered according to an agreed upon delivery time.
- Exception Reports
 - Rolled up by organization, Traveler, Lost Savings Amount, with following details
 - Specified Class of Service (requests for Y class fares) – used to improve upgrade chances
 - Declined to flight time preference
 - Declined due to carrier preference
 - Declined due to penalty or restriction - (Refundable vs. Non-refundable, Use of International Restricted Fares)
 - Declined due to airport preference
 - Approved standard of accommodation exception
- Non Refundable Ticket Tracking
- Crisis reporting – whose where – on demand

- Monthly Service Level Report
- Financial statement with revenues, expenses and associated support documentation. This will include transactional level detail for any activity based pricing (e.g. after hour calls).

Billing and Invoice

- The Travel Agency shall send a statement of account or official invoice for all travel request. This shall be submitted to the concerned UN Agencies on a weekly basis by attaching copies of the Travel Authorization or Purchase Order. The statement of account shall show for each transaction, the country and currency in which all costs were incurred by the concerned UN Agencies, the date, the invoice number and the name of the concerned UN Agencies Traveler. Moreover the invoice price shall be disaggregated by ticket fare, different type of taxes, service fee and other charges (if applicable);
- Payment will be made within 30 (thirty) days after the receipt and certification of the Travel Agent' invoice, which shall be submitted only after completion of the services to which it relates and only if UNDP has certified that the services have been satisfactorily performed by the Travel Agent.
- All charges associated with personal travel, including all fees for passport and visa services shall be billed directly to the travelers and excluded from invoices presented to the UN. Invoices for Personal services shall be settled by the staff themselves.

D. Qualifications of the Successful Service Provider

10. Qualification of the Successful Travel Agency

The successful Travel Agency which will be contracted to serve the needs of the UN Agencies in Pacific Island Countries shall have the following minimum eligibility criteria:

- a) Legal registration
- b) IATA Accreditation Certification
- c) Copy of IATA billing and settlement plan (BSP) for FY 2015 (or last 12 months).
- d) The vendor should have a minimum average annual turnover of USD 1 Million during the past 3 years.
- e) Minimum 5 years of experience in corporate specialization in Travel Management Services
- f) Evidence of satisfactory credit rating ("Good Credit Worthiness" or equivalent) by reputable reporting agencies (Data Bureau, etc.).
- g) Minimum three (3) ongoing or completed contracts for same or similar services executed in last 36 months having :
 - a. One of the contract above USD1,000,000 per year

*For each contract, provide details of: client name, contract dates, contract values, contract focal point name and email, work location. [Note: UNDP reserves the right to conduct reference checks with one or more of the listed clients of the Vendor]
- h) Letter of Satisfactory Performance from the top 3 clients in terms of contract value

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

- 1) Client Manager with adequate authority to make decisions for the timely resolution of problems (need not be 100% dedicated to UN Account but visiting regularly and be available on demand) ;
- 2) Travel Agent Office head with adequate authority to make decision for regular requirements under the contract;

- 3) Experience & Qualification of the travel consultant: 2 years' experience/ certificate in travel reservations, or meeting/ conference management, of which at least two (2) travel experts proposed for UN, with a minimum four years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems;
- 4) In the case of emergencies (e.g. evacuations, war, etc.), the travel expert shall maintain operations necessary to support UN Agencies in Pacific Island Countries ;
- 5) 24 hours a day access of emergency service and necessary delivery of tickets as required by UN Agencies in Pacific Island Countries.

The nominated travel experts in the proposal must be the employee who will be responsible for the management of travel services to UN Agencies in Pacific Island Countries the entire period set for this contract. If the travel expert decided to terminate her/his services with the travel agency, the latter must notify UNDP travel LTA focal point one month in advance and attach to the letter the Curriculum Vitae of the proposed replacement of the travel expert. UNDP Fiji MCO has the right to reject the newly nominated travel expert if found to be not competent enough to handle the management of the travel services. In the event of failing to assign experienced personnel, UN and Participating agencies in Pacific Island Countries shall have the right to terminate the contract.

Other expertise needed and facilities required shall be sourced from the existing capacity of the Travel Agency.

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: Bid Submission Form⁸

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for insert tender title in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that :

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for 120 days from the date of closing.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form⁹

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

⁹ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)¹⁰

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any) : Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		

¹⁰ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

13. JV's Party Authorized Representative Information

Name: *[insert name of JV's Party authorized representative]*

Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Bid Form¹¹

LTA FOR TRAVEL SERVICES

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

¹¹ Technical Bids not submitted in this format may be rejected.

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 specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)

A supporting document with full details may be annexed to this section

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6 Implementation Timelines: The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>_____</p> <p>Signature of the Nominated Team Leader/Member Date Signed</p>		

Section 7: Price Schedule Form¹²

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

1. The Proposer is required to prepare the **financial proposal** as indicated in the Instruction to Proposers.
2. Please note, that no deletion or modification may be made in the financial proposal form. Any such deletion or modification may lead to the rejection of the Proposal.
3. The price schedule should include a discount percentage and service fee per issuing 1 ticket of each of the listed airlines. The contractor is asked to fill in the table on next page (columns A1 and B1).
5. Service fee is indicated per transaction of 1 ticket.
6. Price proposal will be evaluated based on the economy class basic fare only, therefore bidders are required to consider the economy class fare only.

¹² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

	Air Carrier	Discount percentage offered by the bidder to UN	Annual Expenditure Volume	Annual discount provided to the UN	Service fee per ticket charged by Travel Agency (in USD)	Tickets issued annually	Annual Service Fee paid to Travel Agency	Financial Offer
		$A1$	$A2$	$A3 = A1 * A2$	$B1$	$B2$	$B3 = B1 * B2$	$C = B3 - A3$
1	Fiji Airways	0.00%	\$1,890,709.25	\$0	\$0	2135	\$0	\$0
2	Qantas Airways	0.00%	\$476,424.11	\$0	\$0	467	\$0	\$0
3	Air Niugini	0.00%	\$93,136.65	\$0	\$0	45	\$0	\$0
4	United Airline	0.00%	\$486,483.50	\$0	\$0	127	\$0	\$0
5	Korean Air	0.00%	\$476,870.00	\$0	\$0	114	\$0	\$0
6	Air New Zealand	0.00%	\$292,657.50	\$0	\$0	156	\$0	\$0
7	Air Nauru	0.00%	\$277,053.10	\$0	\$0	94	\$0	\$0
8	Solomon Airlines	0.00%	\$170,056.13	\$0	\$0	284	\$0	\$0
9	Thai Airways	0.00%	\$135,017.00	\$0	\$0	47	\$0	\$0
10	Virgin Airline	0.00%	\$113,834.50	\$0	\$0	90	\$0	\$0

**TOTAL
FINANCIAL
OFFER:** **\$0**

Duly authorized to sign Proposal for and on behalf of

Company/ Business Name:

Authorized Person:

Title:

Mailing Address

Contact Number (s):

Email:

Signature:

Date:

Section 8: Travel Agency Agreement (sample)
and
General Conditions of Contract for Services

STANDARD AGREEMENT
Between
THE UNITED NATIONS DEVELOPMENT PROGRAMME
And

For the Provision of Travel Management Services ("TMS")

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the United Nations Development Programme, a subsidiary organ of the United Nations, acting for itself and on behalf of the other participating organizations in the United Nations system in [NAME OF COUNTRY] located at _____ (hereafter, "**UNDP**"), and _____, a company organized under the laws of _____, and having its principal offices located at _____ (hereafter, the "**Travel Agent**").

W I T N E S S E T H

WHEREAS, UNDP, seeks a highly qualified, independent travel agent to provide full and comprehensive travel management services to UNDP's Country Offices and has issued a Request for Proposal ("**RFP**") dated _____;

WHEREAS, the Travel Agent represents that it is a fully accredited travel agency member of IATA, that it is familiar with the requirements of UNDP, and has responded to UNDP's RFP by a Travel Agent's Proposal ("**TAP**") dated _____;

WHEREAS, the Travel Agent is qualified, ready, and able to perform travel management services in accordance with this Agreement.

Definitions:

For the purpose of this Agreement, the capitalized terms shall have the following meaning:

"**Associated Agencies**" shall mean the organs and agencies of the United Nations and the other organizations of the United Nations system, requesting services under this Agreement (a list of participating agencies to be provided to the Travel Agent).

"**Authorized Representative**" shall mean, any person designated by UNDP in writing to request Travel Management Services.

"**Country**" shall mean, [NAME OF THE COUNTRY].

"**Travel Authorization**" shall mean, a UNDP travel authorization form or such other

document or form as, from time to time, may be authorized by UNDP in writing to the Travel Agent for such use.

"**Traveler**" shall mean any person designated on a Travel Authorization, or such other request as may be approved by UNDP, and any other traveler who may be authorized to travel at the expense of UNDP or an Associated Agency.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1: Scope of the Agreement

1.1 This Agreement is a contract for the provision of travel management and related services such as, but not limited to, airline ticketing and airport transfer, hotel reservations and related services (visa service, travel insurance, car rental) (hereafter the "Travel Management Services") by the Travel Agent.

1.2 Travel Management Services shall include arrangement of travel plans and preparation of suitable itineraries (including alternative routings, departures and arrivals) at the lowest cost for Staff Members and or their dependents (for purpose of official and non-official travels) and for Consultants, government officials and participants attending meetings or on official business for UNDP, or Associated Agencies.

ARTICLE 2: Responsibilities of the Travel Agent

2.1 Travel Management Services, as may be requested by UNDP or any of its Associated Agencies provided by the Travel Agent shall include:

(a) onward air fare, rail and ground transportation, hotel and car rental reservations and travel insurance; whenever possible, discount rates for car rentals, public carriers on a world-wide basis;

(b) information on country visa requirements, health, immigration clearance, foreign exchange control regulation and other government restrictions, and assistance in obtaining travel tax exemption certifications, passports and entry visas to the Country;

(c) delivery of airline tickets within twenty-four (24) hours of receipt of UNDP Travel Authorizations, (or earlier depending on need), and seat assignments on flights and issuance of boarding passes, where possible;

(d) reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of changed routing or fare structures and printed itineraries showing complete information on status of reservations on all carriers and hotels;

(e) timely notification to Travelers of airport closing, cancellations or delays in flights, trains, buses or voyages and obtain any reimbursement which may be due on account of cancelled or reissued reservations and/or tickets;

(f) Investigation on any complaints from Travelers and follow up the recovery of lost baggage;

(g) Executive club facilities at transfer points;

(h) Organization of travel plans for UNDP meetings and conferences;

(i) Organization of seminars on travel and ticketing for UNDP Travel Unit staff.

2.2 The Travel Agent shall be equipped with a fully automated accounting system interfaced with the computerized reservation system with UNDP's requirements therefor, as set out in the RFP.

2.3 The qualifications and experience of any employees whom the Travel Agent may assign to perform the Travel Management Services hereunder shall be the same, or better, as those specified in the Travel Agent's Proposal. The Travel Agent shall provide UNDP with the home address and telephone number of one key personnel among its employees to assist UNDP during emergencies outside of the normal business hours.

2.4 The Travel Agent shall neither seek nor accept instruction from any authority external to UNDP or to the United Nations in connection with the performance of this Agreement. The Travel Agent shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard for the interests of UNDP and the United Nations.

ARTICLE 3: Services by UNDP

3.1 UNDP will submit to the Travel Agent a Travel Authorization indicating the maximum entitlement (mode and class) permitted to Traveler for such travel. All Travel Authorizations shall be in writing, signed by an Authorized Representative. UNDP shall not be responsible for any Travel Management Services undertaken by the Travel Agent without such Travel Authorization.

3.2 Where the Travel Agent does not use its own premises or does not rent office space under a separate lease agreement, UNDP may provide suitable office space, in its office premises in accordance with the Conditions for Use of Office Space (Annex A) as practically feasible in the Country, to the Travel Agent for the sole purpose of performing its obligations under this Agreement. In full consideration for the office space and the services provided by UNDP the total amount of rent shall be fixed at _____. The Travel Agent shall pay the rent in monthly installments, in advance, on the first day of each calendar month during the term of this Agreement and shall be responsible for paying promptly and regularly each instalment of the Rent when due hereunder, whether or not the Travel Agent has received an invoice therefor from UNDP.

3.3 In consideration of the services provided by UNDP, the Travel Agent agrees to provide a discount of% of the total air sales (net of refunds, cancellations, and voids), for the applicable months of the quarter-year or portion thereof to which they relate.

ARTICLE 4. Compensation to the Travel Agent

4.1 The Travel Agent shall retain all standard and override commissions earned on the sale of air transportation except as provided hereunder, such commissions except as provided hereunder, shall constitute the sole compensation for the Travel Management Services provided under this Agreement.

4.2 UNDP shall be responsible for payment of airline ticket and associated expenses as may be expressly provided in the Travel Authorizations, together with any charges incurred and for which UNDP is responsible. The Travel Agent shall, however, use its best efforts to minimize the imposition of charges and penalties.

4.3 UNDP shall reimburse the Travel Agent:

(a) For all authorized airline tickets and Prepaid Tickets issued.

(b) However, the Travel Agent shall reimburse UNDP at the end of each month for any unsettled refund claims that have been outstanding for more than sixty (60) days. If, after settlement, the Travel Agent presents evidence of valid rejection of any claim for such refund, UNDP shall reimburse the Travel Agent for all such rejected claims for which the Travel Agent has reimbursed UNDP.

4.4 Whenever the Travel Agent has directly incurred or paid costs for authorized airline tickets issued outside the Country by affiliate agencies, UNDP, at its option, shall make reimbursement either in United States dollars at the official United Nations rate of exchange, or in the currency in which the expenditure was incurred. The Travel Agent shall co-operate with UNDP to the fullest extent possible in the utilization of currencies other than United States dollars and readily convertible currencies for payments that need to be made pursuant to this Agreement.

4.5 UNDP shall make payments to the Travel Agent within thirty (30) days after the receipt and certification of the Travel Agent's invoice, which shall be submitted only after completion of the Travel Management Services to which it relates and only if UNDP has certified that the Travel Management Services have been satisfactorily performed by the Travel Agent.

ARTICLE 5: Finances and Accounts

5.1 Each week the Travel Agent shall submit a statement of account with supporting documents for reimbursement. The statement of account shall show for each transaction, the country and currency in which all costs were incurred by UNDP, the date, the invoice number and the name of the UNDP Traveler. For tickets purchased in the Country, the statement of account shall show the Travel Authorization Form number, the cost of air fare in US Dollars and the equivalent amount in local currency.

5.2 All funds and refunds on tickets for travel not undertaken by UNDP Travelers shall be credited to the account of UNDP, in the form of a credit to UNDP's account.

5.3 The Travel Agent shall provide for the exclusive and confidential use by UNDP of a comprehensive quarterly statement of income and expenditures of the travel operations established by the Travel Agent in accordance with this Agreement. Such statement of income and expenditures shall conform to Generally Accepted Accounting Principles ("GAAP") in and shall be submitted to UNDP no later than one (1) month following the end of the quarter year period to which the statement relates.

5.4 UNDP reserves the right to withhold the refund of expenses should it be proven that the Travel Agent deliberately caused UNDP to incur a loss. Such retention shall not lead to either the suspension or termination of this Agreement. The amount thus withheld shall not generate interest.

5.5 The Travel Agent shall also provide updated information on rates and travel schedules for specific itineraries as requested by UNDP in writing for budgeting purposes.

ARTICLE 6: Representation and Warranties

6.1 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 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.

6.2 UNDP 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 the difference between the price paid by UNDP and the price of the lowest cost fare which was available. In the event that UNDP notifies the Travel Agent that it considers the number of times the lowest fare has not been obtained by the Travel Agent, UNDP shall have the right to immediately terminate this Agreement.

6.3 UNDP neither represents nor warrants that the Travel Agent will provide a guaranteed level of Travel Management Services hereunder, and UNDP does not guarantee any minimum quantity of Travel Management Services or procurement.

ARTICLE 7: Duration

7.1 This Agreement shall be in full force and effect for a period of ____ year(s) from _____ to _____ unless priorly terminated by UNDP on provision of fourteen (14) days' notice and in writing.

7.2 This Agreement shall be renewable by mutual agreement of the Parties and in writing.

ARTICLE 8: Notices

8.1 Any notice or other communication required under this Agreement shall be in writing and deemed to be properly given upon receipt by the addressee at the address mentioned on the first page hereof, unless otherwise agreed.

ARTICLE 9: Confidentiality

9.1 The Travel Agent shall not disclose for any purpose (unless required by law or judicial order) any information provided by UNDP to the Travel Agent under the present Agreement.

ARTICLE 10: General Provisions

10.1 This Agreement constitutes the entire understanding and agreement of the Parties hereto and supersedes any and all prior agreements, whether written or oral, between the Parties.

10.2 This Agreement is subject to the UN General Conditions (Annex B). In the case of any inconsistency between the documents referred to in this Agreement, the terms of this Contract and of the UN General Conditions shall prevail over the terms of the UNDP's RFP, which shall, in turn, prevail over the terms of the Travel Agent's Proposal.

10.3 This Agreement may not be amended or otherwise modified unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have signed this Agreement:

ACCEPTED:

ACCEPTED:

FOR THE TRAVEL AGENT:

FOR UNDP:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS, AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its

obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM, OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:
The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem, or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 Any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 Any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNWOMEN, and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions, or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion, it considered to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon (30) thirty days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct

taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties, or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties, or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and

warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits, or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits, or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267

(1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.