

INVITATION TO BID

**Provision of Travel Management Services for UN Agencies in Malaysia
on Long Term Agreement Basis**

ITB/UNDP/MYS/003/2016



United Nations Development Programme

April, 2016

Section 1. Letter of Invitation

12th April 2016

Provision of Travel Management Services for UN Agencies in Malaysia on a Long Term Agreement Basis

Dear Mr/Ms:

1. The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.
2. The Office of Sourcing and Operations (OSO) of UNDP, on behalf of the Participating UN Agencies in Malaysia is issuing this tender document for the purpose of concluding a Long Term Agreement (LTA) with the successful Proposer for a period of three (3) years with possibility to renew it thereafter for a maximum of another two (2) years, subject to satisfactory contract performance.

Other UN Agencies may decide to piggyback on the contracts established where a separate contract might be needed to issue by relevant UN Agency.

3. Based on past expenditures in years 2012 - 2015, it is expected that the total spend for the new contract for the Travel Management Services, will be approximately MYR 9.0 million for air tickets.
4. While UNDP intends to establish the LTA, there is no fixed committed contract amount and UNDP reserves the right to utilize other sources at its discretion to assure value for money. Once the contract is established with the winning vendor, orders for tickets or services will be placed through the Purchase Orders and the General Conditions and Terms of the Contract will be in force.
5. This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Technical Specifications
- 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 – Form for Performance Security - Not Applicable
- Section 9 – Long Term Agreement (LTA) for the Provision of Travel Management Services (TMS), including General Terms and Conditions (GTCs).

6. Your offer, comprising of a Technical Bid and Price Schedule, should be submitted in accordance with Section 2.
7. You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

ainan.razif.rahim@undp.org and cc nazim.razak@undp.org

The letter should be received by UNDP no later than 26th April 2016, 3:00 p.m. Kuala Lumpur local time. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

8. 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,

Bakhtiyor Khamraev
Team Lead
Office of Sourcing and Operations
Bureau for Management Services

Global Shared Service Unit
Cyberjaya, Malaysia
United Nations Development Programme

Section 2: Instruction to Bidders

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:

- 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.

29.3 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

32.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.2 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.

32.3 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.

32.4 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/protestand_sanctions/)

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/content/undp/en/home/operations/procurement/procurement_protest/

Instructions to Bidders

DATA SHEET

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:	Travel Management
2		Title of Goods/Services/Work Required:	Provision of Travel Management Services for UN Agencies
3		Country:	Malaysia
4	C.13	Language of the Bid:	English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	No partial bids are allowed/accepted. UNDP intends to award one contract/Purchase Order for all items listed under this ITB to the lowest priced technically responsive qualified bidder. Therefore, bidders are strongly encouraged to submit complete bids only.
6	C.20	Conditions for Submitting Alternative Bid	Shall not be considered
7	C.22	A pre-Bid conference will be held on:	Not Applicable.
8	C.21.1	Period of Bid Validity commencing on the submission date	120 days
9	B.9.5 C.15.4 b)	Bid Security	Not required
10	B.9.5	Acceptable forms of Bid Security	Not applicable
11	B.9.5 C.15.4 a)	Validity of Bid Security	Not applicable
12		Advanced Payment upon	Not allowed.

		signing of contract	
13		Liquidated Damages	Not applicable
14	F.37	Performance Security	Not applicable
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	Malaysian Ringgit (MYR)
16	B.10.1	Deadline for submitting requests for clarifications/questions	Clarifications will be provided on rolling basis and last request for questions/clarifications should be submitted to UNDP no later than 10 calendar days before the submission date. All responses provided by UNDP will be also posted on the UNDP procurement website, as an update to this ITB on http://procurement-notice.undp.org/
17	B.10.1	Contact Details for submitting clarifications/questions	E-mail address dedicated for this purpose: ainan.razif.rahim@undp.org and cc: nazim.razak@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Bidders by email and Posting on the website http://procurement-notice.undp.org/
19	D.23.3	No. of copies of Bid that must be submitted	Please refer to DS No. 23 for details.
20	D.23.1 b) D.23.2 D.24	Bid submission address	Please refer to item 23 below for electronic submission guidance
21	C.21.1 D.24	Deadline of Bid Submission	Date : 11 th May 2016 Time : Before or on 11:59 p.m. Local Time Kuala Lumpur (GMT+8)
22	D.23.2	Manner of Submitting Bid	Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: psb.bids@undp.org <input checked="" type="checkbox"/> Format : PDF files <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Max. File Size per transmission: 5 Mega Bytes

			<p><input checked="" type="checkbox"/> Max. No. of transmission : Unlimited</p> <p><input checked="" type="checkbox"/> Mandatory subject of e-mail: ITB/UNDP/MYS/003/2016</p> <p><input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: Yes</p> <p><input checked="" type="checkbox"/> Digital Certification/Signature: [All bids must be signed by signatory authority of submitting bidder]</p> <p><input checked="" type="checkbox"/> Time Zone to be Recognized: Kuala Lumpur, Malaysia (GMT +8)</p> <p><input checked="" type="checkbox"/> Other conditions: See below <i>further instructions for electronic submission</i></p> <p>Bidders may send as many e-mails as needed; however, the size of each e-mail should not exceed five megabytes (5 MB). As an e-mail can take some time to arrive after it is sent, we advise all Bidders to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission.</p> <p>When choosing to submit their bids electronically, Bidders are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</p> <p>Please Note: Any bid sent to the private email addresses of any procurement staff will not be accepted.</p>
24	D.23.1 c)	Date, time and venue for opening of Bid	Not applicable for this ITB
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 (Section 6); and</p> <p><input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid</p> <p>Memo to Bidders (<u>Examples of Bid Rejection</u>)</p> <p>Bids have been rejected at the submission stage or found to be technically noncompliant due to</p>

		<p>errors in presentation and failure to follow bidding instructions.</p> <p>Below are some of the more common examples of why bids are rejected. Bidders are urged to read this before submission and to check that their bids conform to each of these points and the instructions as noted in the bidding documents.</p> <ul style="list-style-type: none"> ➤ Bid is submitted <u>after</u> the deadline for submission, either by hand or electronically. Emailed bids sent just before the deadline may arrive after the deadline and be rejected. Therefore, make sure to submit your bids beforehand. ➤ Bids <u>not</u> submitted to correct physical or electronic address. Note that the address for bid submission is different from the address for bid questions. ➤ Bid is <u>not</u> signed as per the instructions in the ITB. ➤ <u>Not</u> all sufficient documents have been provided. ➤ Documents provided are <u>not</u> in English. ➤ Documents provided do <u>not</u> directly address each point of the evaluation criteria. ➤ Bid not specifically addressing the evaluation criteria of the ITB and Technical Specifications. ➤ Bid does <u>not</u> offer services which have been specifically requested in the Technical Specifications. ➤ Failure to enclose the Bids Submission Form (see Section 4). ➤ The Bidder failed to consult the UNDP procurement website before the deadline for bid submission and did not see the changes to the ITB listed there which need to be incorporated in the bid. ➤ The Bidder declines or proposes a major deviation to UNDP General Conditions of Contract (see Section 9). ➤ Bids contain viruses and/or corrupted files. The Bidders should ensure that submitted bids DO NOT contain viruses and/or corrupted files. Such bids will be rejected. <p>The above examples illustrate some errors which may be made by Bidders. This is a partial list. The bidding documents contain additional</p>
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			instructions which should be followed carefully.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (copy of documents)	<p><input checked="" type="checkbox"/> Company Profile including printed brochures and product catalogues relevant to the goods/services being procured. Company profile is a set of information used by the bidder for marketing purposes.</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three years or D&B report</p> <p><input checked="" type="checkbox"/> Self- Statement of Satisfactory Performance of the Top 3 Clients during the past 5 years in terms of Contract Value</p> <p><input checked="" type="checkbox"/> Information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p> <p><input checked="" type="checkbox"/> Copy of IATA certificate.</p> <p>Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation may be considered non-responsive and hence not be evaluated.</p>
27		Other documents to be Submitted to Establish Eligibility	<p><input checked="" type="checkbox"/> Provide at least three client references for similar projects (amount and scale) contracted as main contractor.</p> <p><input checked="" type="checkbox"/> Confirmation of non-inclusion of the bidder in the in 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 in the list of vendors sanctioned by UNDP</p>
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	IMPORTANT: Bidders are requested to complete and submit together with the bids the documentation required under Section 6

			<p>Technical Bid form of this ITB.</p> <p>THE FOLLOWING SHALL BE INCLUDED IN THE BID SUBMISSION (in addition to the documentation requested in <u>Clause 26 above</u>):</p> <p>A) COMMERCIAL</p> <p>A.i. Bid submission form: Fully completed and duly authorized (see Section 4). A.ii. Technical Bid form (Section 6) A.iii. Price Schedule form: Fully completed and duly authorized (see Section 7).</p> <p>B) TECHNICAL</p> <p>B.i. Terms of Reference: Confirmation that all service items requested in Section 6.</p> <p>B.ii. Bidder's Statement Regarding Deviations/Non-Compliance - Any departure from the provisions of the services <i>shall be disclosed and clearly stated in the table provided for such purpose under Section 6.</i></p>
31		UNDP will award the contract to:	One Travel Agent. Long Term Agreement (LTA) will be entered.
32	F.34	Criteria for the Evaluation and Award of Bid	<u>Please refer to item 25 above.</u>
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"/> Agreement with UNDP's General Terms and Conditions for Professional Services as attached in the ITB and based on date of countersignature of the and duly executed contract

Section 3: Terms of Reference (TOR)

3.1 Background

UNDP Malaysia Country Office, on behalf of the participating UN Agencies in Malaysia wishes to enter into a Long Term Agreement (LTA) with one Travel Agency to provide the travel management services. Some other UN Agencies may piggy-back on UNDP LTA to establish their LTAs for Travel Management Services.

Travel, as referred to in the TOR, shall apply to all journeys of UNDP and/or UN Agencies staff from one place to another for official business purposes. These official purposes include, but are not be limited to the following:

- Official missions, meetings and various events;
- Interviews of applications / candidates for employment;
- Appointment and repatriation of staff and family members;
- Home leaves, emergency travels and educational leaves;
- Visit to project sites, by either UNDP staff, Government and counterparts, or other entities involved in execution of various UNDP-funded activities; and
- Other official trips as applicable.

3.2 Objective

It is expected that winner Contractor will set up a 'travel desk' (**in-plant**) with one (1) Travel Consultant within Wisma UN in Bukit Damansara, Kuala Lumpur to provide mainly air ticketing service.

Other services such as airport transfer, hotel reservation and related services (visa services, follow up, refund from cancellation, insurance, preferred seating arrangements, etc.) will be also required on call basis by UN Agencies.

Remuneration of the Contractor shall be based on transaction fees and all discounts from airlines shall be passed to UNDP. Moreover, selected Contractor on behalf of UNDP will negotiate and establish corporate agreements with frequently used airlines.

3.2 Travel statistic

The total expenditure on travel services procured by UNDP and other participating UN agencies in Malaysia (air-tickets during period April 2012 till March 2015) has been MYR 7.9 million. The top 15 airlines for the mentioned period, based on statistics from UNDP Malaysia shows the amount paid for travel services (air tickets) was approximately MYR 7.1 million.

No.	Airline	No. Of Tickets	Sales (MYR)
1	MALAYSIA AIRLINES	1,618	1,993,633
2	EMIRATES AIRLINES	168	1,218,066
3	QATAR AIRWAYS	140	1,017,894
4	KLM ROYAL DUTCH AIRLINES	85	745,368
5	ETIHAD AIRWAYS	43	414,756
6	SINGAPORE AIRLINES	80	301,814
7	KOREAN AIR	39	242,595

8	THAI AIRWAYS INTL LTD	112	186,150
9	CATHAY PACIFIC AIRWAYS	21	166,330
10	AIRASIA	222	157,475
11	ETHIOPIAN AIRWAYS	33	151,038
12	ROYAL BRUNEI AIRLINES	91	131,036
13	TURKISH AIRLINES	22	121,376
14	JAPAN AIRLINES CO LTD	32	106,926
15	LUFTHANSA	23	106,259
TOTAL		2,729	7,060,716

3.3 Qualifications of the successful Contractor

The Contractor shall have in its current office all necessary equipment and facilities, and shall employ a sufficient number of experienced and professionally trained travel experts and staff to handle minimum requirements of the UN Agency System.

The successful Contractor that expected to serve UN Agencies should comply with below minimum qualifications indicated in **Section 6 of this ITB**:

The successful Contractor shall also be required to devote a reasonable number of personnel providing services to the travel needs of the UN, consisting indicatively the following key personnel:

- Supervisor/s who shall be responsible for the overall management of the UN accounts,
- Full-Time Travel Consultant/s
- Documentations Assistant/s, and

All such personnel shall be required to be well versed on the travel policies of the UN and each of its agencies, and adopt the same knowledge on the conduct of business and delivery of services to the UN System. The above mentioned personnel will be provided respective training by the UN staff.

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

Qualification of Key Personnel

- a. Account Manager
 - i. The Account Manager should have at least five (5) years of account management experience with a strong operational background.
 - ii. Strong GDS knowledge and experience.
 - iii. Ability to manage up and set expectations to manage work flow and expected ETA's.
 - iv. Strong consultation and liaison skills.
 - v. Excellent communication skills.
 - vi. Experience in identifying and implementing process opportunities and generating process improvement ideas.
- b. Travel Consultant
 - i. Minimum of eight (8) years' of corporate travel reservations experience with minimum three (3) years of predominately complex international travel.
 - ii. Proficient in Microsoft Excel and Word.

- iii. Knowledge of back office operations.
- iv. Ability to understand and effectively utilize technology via the web or Travel Agent reporting tools.
- v. Ability to understand and implement process and products.
- vi. Strong GDS skills.
- vii. Experience with Travel Agent reporting tools.

3.4 Services required by UN Agencies

a. Operational Requirements

Service	Requirement
Transaction Definition	<ul style="list-style-type: none"> A gross airline made on behalf of the Organization. "Gross airline transaction" is defined as gross airline tickets (electronic and paper) issued by the Travel Agent or reserved by the Travel Agent through a third party, regardless of whether the ticket is subsequently used, voided, or refunded in whole or in part.
Hours of operation	<ul style="list-style-type: none"> 8:30am to 5:30pm (GMT +8:00), during working days. In addition, Travel Agent(s) shall provide 24 hours emergency service, services on weekends and official holidays where required. Dedicated staff members should observe UN holiday schedule.
Airline Booking	<ul style="list-style-type: none"> Ensure corporate discounts are applied accurately. Book, issue and deliver tickets for travels originating from Malaysia and abroad. Provide 100% of booking at lowest available fare in accordance with the travel policy. Offer the necessary technical capabilities to access most attractive local air fares worldwide. Such capacity should include, but not be limited to, PCC 'Jump facilities'. Booking/ticketing through a local travel agent partners/travel office abroad should be proposed only if justified by a clear cost advantage. Ensure lowest logical fare booked per the travel policy or document explanation (and/or approval) via reason codes and show missed savings if due to approved business constrained or standard of accommodation exception. Book web fares upon request. Ensure preferences applied from profile (frequent flyer number, seating assignments, etc.). Observe guidelines according to UN air carrier risk management and inform Travel Services Section (TSS) and travelers about any significant changes in airline safety rating. Verify UN rates have been loaded accurately in the GDS by suppliers. Communicate to UNDP any rates that are not visible or that do not agree with airline contract for UNDP communication to supplier for remedy. Provide, when required, assistance for loading and updating of UN negotiated fares to allow issuance of tickets. Proactively support all other aspects of the travel policy, including "advance purchase policies" implemented by UNDP. Issue with no limitation air tickets based on UN corporate fares negotiated. Proactively apply UN negotiated fares. Process changes, re-routings or cancellations requested by travelers and re-issue air tickets in conformity with such requests. Advise travelers of any carrier-provided amenities such as limousine transfers or complimentary STPC (stopover paid by carrier) hotels. Response to fare inquiries shall be provided by e-mail within (1) working day from the original inquiry which time UNDP should receive routing options, if available, and relevant cost quotations. UNDP expects all air ticketing to be electronic. Record savings and missed savings achieved for each air booking in accordance with UNDP methodology and based on predefined reporting categories. Monitor the ticketing time limits and liaise with the traveler or travel arranger in order to purchase the lowest available fare. Keep comprehensive logs of air booking history in PNR (requests, proposed fares and options, changes, cancellations, etc.). Provide quotations for lump sum purposes. In the case of quotations for Home Leaves and Family Leaves the quote for lump sum travel is based on the least costly, unrestricted economy fare on the most direct route irrespective of the availability

Service	Requirement
	of seats or the ability to issue a ticket outside the country of origin.
Baggage	<ul style="list-style-type: none"> • Inform travelers about accompanied baggage allowance, excess baggage charges and rules • Inform travelers about baggage insurance if requested and provide advice in case of lost baggage.
Fare Search	<ul style="list-style-type: none"> • Reissue of tickets when fare savings justified. • Provide international rate desk fare support and apply international tariffs. • Book travel through all channels to ensure lowest fare. • Ensure access to all types of air fares (air carrier published, web-low-cost, UN and travel agent negotiated fares) on a same booking tool display.
Authorization and Exceptions to the Standard of Accommodation	<ul style="list-style-type: none"> • Shall provide services in accordance with official travel policy. Contractor will be accountable for the cost of tickets issued that are not authorized or in compliance with the travel policy. The vendor is not authorized to issue a ticket on behalf of the organization without an authorized Travel Request (TR) unless exception approval is received from a designated official. The ticket (i.e. fare, routing, standard of accommodation and carrier) must be in conformance with the travel policy AND the value cannot exceed the amount identified in the approved TR. • In case of urgency during the agreed working hours, verbal requests may exceptionally be made by an authorized representative followed by an official written confirmation. In case of emergency outside the agreed working hours, designated officials of the UNDP will be authorized to order tickets through the Out Of Standard Working Hours service center. These orders will be subsequently covered by an official Travel Authorization. The Organization shall, from time to time, notify in writing the vendor of the names, titles and functions, and relevant information of the officials authorized to request travel services. The vendor shall promptly register the designated officials with the Out Of Standard Working Hours service center and provide them with the access code to allow them to order tickets. UNDP shall, from time to time, notify in writing the Company of the names, titles and functions of the officials authorized to request travel services. If verbal approval given for ticketing, must follow up with travel arranger to ensure an approved TR is received. Outside of business hours the caller may give their own form of payment to purchase or change a ticket. • Identify when a through fare in business class is less expensive than a booking with a mixed standard of accommodation in Economy and Business and request an exception to the standard of accommodation through e-mail to TSS. • All other exceptions to the standard of accommodation are approved by an authorized representative of the relevant organization. UNDP shall provide the names and specimen signatures for as a means of verification.
Hotel Booking (Optional services UN Agencies may use)	<ul style="list-style-type: none"> • Provide lowest hotel rate options using the negotiated hotel rates of UN, Agency or lowest market available. • Offer negotiated hotel rates worldwide. • Provide hotel itinerary including arrival dates, confirmation number, hotel rate secured, guaranteed reservation information, time limit and cost (if applicable) required for cancellation, penalties for changes, contact addresses/phone numbers. • Upon UNDP request, provide assistance and support for the implementation of a cost-effective hotel program. • Book hotels free of charge in connection with air or rail reservations. • Any cost or advance related to hotel booking should be charged & invoiced directly to the traveler, obtain form of payment from the traveler, unless otherwise instructed by TSS. • Search non-negotiated hotels when negotiated hotels are not available or there is no negotiated hotel. • Capture passive bookings for reservations made outside agency.
Disaster recovery	<ul style="list-style-type: none"> • Create, publish, maintain and deploy comprehensive disaster recovery plans for reservations, supplier disaster, world crisis, technology, information retrieval, transactions, traveler/arranger communication plan which will be shared with the organization. • Agency will advise a designated TSS within one hour of any situation where their Disaster Recovery plan becomes effective and advice of actions being taken with timeline for recovery.

Service	Requirement
	<ul style="list-style-type: none"> Staff incorporated in the Business Continuity Plan will have the same organizations specific training as regular counsellors. Partner with the organization to locate and communicate with travelers in crisis situations.
Quality Control	<ul style="list-style-type: none"> Have in place internal quality control, corporate standards and workflow related to travels, ticketing and reservations, travel document services, meet and greet, diplomatic visa, car rental, duty free facilities, hotel arrangements, cash distributions and visa issuance services. Designate a quality representative who will act as a focal point of UNDP for service quality/complaint related subjects. Comply with Policy Exceptions tracking with automated process. Check each transaction by an automated quality control management system ensuring mandatory management information requirements are complete, checking data logic.
Ticket Processing	<ul style="list-style-type: none"> Arrange for travel originating away from Malaysia including for travelers elsewhere or to Malaysia. Split ticketing should be done for fare savings with the exception of a connection where the transit time is less than 4 hours. Ensure that 100% of all e-ticketed documents are delivered at maximum 24 hours following receipt of approved Travel Request (TR) unless otherwise instructed by TSS or unless travelling occurs within that timeframe. Provide appropriate Quality Control system to maintain high level processing. Provide an automated system to track and reuse non-refundable tickets, credits or refunds. Reuse unexpired tickets using name changes, if available and necessary, to avoid loss of value. Propose booking/ticketing services through a local travel agent partners/travel office abroad if justified by a clear cost advantage. In case of existing restrictions (sanctions, embargos...) that hinders the travel agent to make direct arrangements in certain markets, provide an alternative option to the extent allowed by applicable law. Promptly notify (e.g. email) travelers and travel arrangers of any schedule changes and/or delays which may interfere with the travel arrangements (airport closings or strikes, cancelled flights or trains or others) to the extent that Travel Agent is aware of the same. Inform TSS in case of major disruption. Bill personal deviations included in official travel separately to travelers for payment by credit card only (costs excluded from invoices submitted to UNDP).
Ticket Distribution	<ul style="list-style-type: none"> Distribute all tickets and invoices accurately and in a timely manner. Deliver customized e-ticket itineraries and receipts as needed via email. Provide distribution of paper tickets via mutually agreeable delivery service. Provide reports/database to input unused and partially used non-refundable tickets and ensure tickets are used when applicable to new bookings. Reissue invoices as requested.
Global reservation process	<ul style="list-style-type: none"> Comply with situation specific organization travel policy and trip approval requirements. Document PNR with exception documentation, reason codes and low fare comparison. Waitlist if necessary and confirm cleared waitlists (lower fare or sold out situations), communicate results to traveler or traveler planner. Book low cost carriers when requested including carriers outside of the GDS. For any non-GDS booking, a passive segment is required to be entered into the GDS to comply with pre-trip and post trip data and security requirements and must be invoiced. Inform on Visa, Passport, and medical requirements. Retain every PNR for a six-month period in the GDS (Booking paper files - 5 years). Carry-out annual review of all profiles to ensure accuracy. Ensure that GDS type will not be changed without UNDP approval. <p>Optional service</p> <ul style="list-style-type: none"> Book preferred seating, request special meals and other services as governed by

Service	Requirement
	<p>traveler profiles, document itinerary.</p> <ul style="list-style-type: none"> Assist travelers with mileage upgrades. Book preferred seating, request special meals and other services as governed by traveler profiles, document itinerary.
Travel Documentation: Itinerary / Invoices	<ul style="list-style-type: none"> Provide itineraries via email in a timely manner for all new reservations and changed reservations. If segments are added and the itinerary is no longer in chronological order the agent should summarize the itinerary options and cost in an email. Provide itineraries on demand with customized messaging (refer to sample with minimum Itinerary remarks). Ensure that personal deviations are clearly identified with extra cost and routings involved. UNDP shall not be liable for expenses related to personal portions, and reserves the right to audit all travel records to verify the accuracy of allocated costs between official and personal charges. Maintain a consistent layout of both online and offline itineraries. Provide electronic itineraries to travelers in English, showing in one single and clear document with comprehensive reservation details: <ul style="list-style-type: none"> Status of reservations on all carriers segments; Travel dates, departure and arrival times at destination and transfer points including any stops the flight might make enroute Comprehensive fare conditions and ticketing deadline (TDC) Contact's telephone number and 24h Out of Standard Working Hours platform service phone number; Baggage allowance; CO2 emission information; Name of travel counsellor handling the reservation; If a car service is provided by the airline, this should be clearly noted Official fare noting the incremental cost for any personal deviations, as well as most economical fare option; Itinerary remarks including standardized remarks (Company reminders and UNDP procedural information). Itinerary should be sent upon receipt of a booking request noting if the itinerary has been sent for review by the rate desk and therefore subject to change. A personal deviation should be booked at the same time as official and needs to be included on the initial itinerary sent. After the official fare has been calculated (if vetted through rate desk) send itinerary to advise of airfare / rules and change, cancel fees / ticketing deadline / reminder to add 10% to fare amount on Travel Request (TR) / reminder to add to originator comments any approvals for airfare higher than the official fare. If there is a personal deviation, what portion of the fare needs to be paid by the staff member / TR must be noted with personal deviation dates. Lowest available offer at time of booking based on time constraints. Upon approval and issuance of ticket invoice should be sent. Must include ticket number(s) / amount(s) charged and cc used (not number)/ change and/or cancel fees / itinerary of flights. Should include record locators for each airline on the itinerary / frequent flyer numbers / seat assignments or a remark about airport check in / special meals confirmed or not / car service information / after-hours phone number and access code (if applicable). Schedule changes: Email should begin with a clear statement that there has been a schedule change to their itinerary. Should include new times as well as previous - or specifically point out what has changed. E.g. Arrival time to Dubai on March 8 is now 20 minutes later. Sufficiently ten (10) days before departure, all travelers shall have complete travel documents required. Refunds: Email should state that a refund has been processed - full or partial. Include Passenger name, Travel dates, Airline(s), ticket number(s) and dollar amount of the ticket, any used amount, any cancel fee and total refund to be expected. Travel credit (cancelled non-refundable ticket): Email should state that a credit is being housed on their behalf. Include Passenger name, Travel dates, Airline(s), ticket number(s), dollar amount of the ticket, value of the credit, airline it is valid on

Service	Requirement
	<p>and expiration date.</p> <ul style="list-style-type: none"> All itinerary / invoice communication should contain a subject line differentiating the purpose of the communication to easily identify content.
Prepays and Other Misc. Documents	<ul style="list-style-type: none"> Prepare and process appropriate documents where absolutely necessary and where electronic tickets cannot meet needs. Require issuance of appropriate documents for residual refunds, split payments, and ancillary fees.
Support desk	<p>Provide the following services:</p> <ul style="list-style-type: none"> Direct telephone number for designated senior officers. Emails and voicemails need to be returned within 2 hours - sooner if the issue warrants immediate action. Add segment selected remarks to the itinerary if preferences cannot be fulfilled. Add OSI message noting VIP status. Follow up with travel arranger the day before a ticketing deadline, if approval hasn't been received. After the reservation shows ticketed, confirm all tickets were issued (if using an automated program) and that ticket numbers were submitted to the airlines in the correct format. Upgrades using certificates as available from the organization. VIP or other special services offered by preferred suppliers. Meet and greet services at all major airports, as requested. Clear travelers through immigration and customs. Arrange for limousine and other ancillary services as needed and requested Companion reservations and ticketing. Assistance with frequent flyer award redemption. Upgrade management – receive, log, store and use all organizational airline upgrades and report on cost avoidance. Support risk management policy with respect to number of staff members traveling together.
Groups and Meeting (Optional services UN Agencies may use)	<p>Provide meeting and group services as per mutually agreed terms and pricing included but not limited to the following work requirements:</p> <ul style="list-style-type: none"> Manage air blocks. Ground Transportation Assistance. Provide registration and management software. Group reporting (Arrival and departure lists, cost analysis, etc.). Coordinate creation of online booking tool group management. Support risk management policy with respect to number of employees traveling together.
Relocation	<ul style="list-style-type: none"> Provide reservation services in support of employee relocation activities.
Passport and Visa (Optional services UN Agencies may use)	<ul style="list-style-type: none"> Notify travelers of all passport and visa requirements. Administer services for travelers with the designated passport and visa processors where applicable. Ensure a seamless integration of visa arrangement services with other travel related procedures (e.g. identification and information of travelers about visa requirements based on ticket booking procedures). Provide comprehensive information on visa related procedures, delays and requirements for travelers. Identify visa requirements and inform travelers by email at time of original booking within the same day if the booking was made in the morning and the following morning if the booking was made after 2 pm. Verify validity and completeness of all visa applications including validating the name of the certifying officer. An initial verification of completeness should be made by onsite' travel counsellors upon reception of the applications. Ensure prompt delivery of the visa applications to the Embassy/Consulate within one working day upon receipt for urgent cases and two (2) working days for routine requests. Ensure prompt collection from the embassy/consulate of the travel documents. The travel documents shall be collected on the day the visa is delivered by the embassy/consulate. Liaise whenever necessary with TSS staff responsible for processing and handling

Service	Requirement
	<p>travel documents and authorizations.</p> <ul style="list-style-type: none"> • Prepare document for dispatch including completion of the transmittal letter within 24 hours of receipt. • Archive applications for a minimum of three (3) months. • Report any delays in UN travel document processing to TSS. • Report UN travel document exception requests to TSS. • Track, follow up, and ensure final delivery of passports and visas to the traveler's location, or otherwise as agreed. • Store all travel documents in a safe with possible access available to the authorized UNDP representatives. • Deliver to TSS a monthly summary report of visa, passport, and other related travel document requests fulfilled, summary level by agency and document as well as transaction level detail (reports will be delivered monthly by 15th in Excel format).
Emergency travel assistance	<ul style="list-style-type: none"> • Conduct Passenger Name Record (PNR) searches and travelers' notification within one (1) hour after emergency case (i.e. hijackings, bombings, and natural disasters) as directed by the UNDP. • Provide 24/7 emergency airline, rail, car, hotel and ground travel assistance for staff members and travelers as needed. • Apply all services as described in the Statement of Work. • Ensure capability to track, at any time, traveler's locations and bookings. In emergency situation, the vendor will provide a comprehensive list of passenger's locations and booking within 2 hours. • Provide after-hours contacts for key management personnel as mutually agreed. UNDP will submit a list of representatives authorized to order tickets for emergencies arising while the Travel Agent's offices are closed. • Only book travel authorized by the organization. • Provide after-hours contacts on all relevant communication supports.

b. Account Management

Service	Requirement
Travel Counselors	<ul style="list-style-type: none"> • Travel counselors servicing UNDP should have a minimum of three (3) years corporate travel experience as an agent with at least three (2) years' experience booking complex international reservations air reservations. International Fares Specialist – Minimum 5 years of specialized experience in international fares construction including complex international routings. Visa and Passport counselors should have a minimum of three (3) years of experience providing visa and passport advice. • All travel counselors involved in booking reservations must be fully trained and qualified on specifics by UN entity requirements, including comprehension of the Travel Policies and procedures. • Performance monitored monthly to ensure productivity standards are met. • Provide direct access via phone and email and bear all costs for telephone calls, and internet connections to service the UN and UN Travelers. • Travel Agent shall submit, for review and validation, résumés for all newly hired dedicated staff working. UNDP has the right to request the replacement of any employee for a reasonable cause. • The Travel Agent shall have staff fluent in both oral and written English and Dari and/or Pashto to assist UNDP staff and travelers in dealing with third parties.
Account Management	<ul style="list-style-type: none"> • Provide Account Management Team to support the Travel Program. • The Account Manager should have at least five (5) years of account management experience with a strong operational background. • Request one management point of contact with operational ownership. • Branch Travel Manager - Minimum 10 (10) years' travel industry experience and a minimum of five (5) years' experience in managing or supervising a Business Travel Centre or a corporate Travel Agency. Prior GDS experience required. • Inform regularly on travel industry highlights and provide expertise on travel issues,

	<p>including up-to-date information on governmental and airline regulations.</p> <ul style="list-style-type: none"> • Provide upon request relevant industry benchmarks in the area of travel management including airfare market trends. • Provide strategic guidance and support to optimize UNDP travel management, including but not be limited to: <ul style="list-style-type: none"> - Travel processes and travel management structure optimization; - Cost saving initiatives. • Airline negotiation process optimization.
Added Value Services (Optional services UN Agencies may use)	<ul style="list-style-type: none"> • Provide at mutually agreed prices value added services including but not limited to Assist Special Needs Travelers. • Non-ARC Bookings. • Trip Insurance.
Customer service	<ul style="list-style-type: none"> • Provide a customer response center that provides problem resolution for travelers. • Ensure written acknowledgment and record in GDS within 24 hours. • Track, analyze, and report issues, errors (including source) and process improvements. • Provide assistance to track feedback from travelers/arrangers. • Provide path of escalation for dissatisfied travelers. • Ensure written acknowledgment and record in customer service tracking system within 24 hours of receipt. • Ensure response to TSS or its travelers and endeavor to reach final resolution, subject to cooperation of any third parties involved (e.g. airlines etc...) within ten (10) days after written acknowledgement. • Perform an on-going electronic customer satisfaction survey to measure the overall satisfaction of travelers and travel arrangers as well as satisfaction scores against selected service criteria. • Provide a consolidated monthly and annual customer satisfaction report consolidated and broken down by Organization, type of travel (online or offline) etc. • Provide response explaining the causes of the problem, as well as the actions that have been taken or will be undertaken to prevent recurrence of the problem.
Emergency situations – security alert in close cooperation with the Organization.	<p>Prepare, support, publish and maintain information to quickly identify employees who:</p> <ul style="list-style-type: none"> • May be in high risk security locations. • Have travel booked to high risk destinations. • Identify impacted travelers and alert them of situation offering to re-protect on alternative flights. • Provide toll free international number service or accept collect calls from travelers anywhere in the world. • Provide expedited call handling for senior officials (call prioritization). • Provide name and telephone number of the focal point (s) who are available to assist on weekends and holidays to provide or assist with services, if needed in an emergency. • Upon request vendor will provide daily reports indicating the location of all Organization travelers.
Changes in Service	<ul style="list-style-type: none"> • All major changes in service or configuration must be mutually agreed by the Organization and the Travel Agent with no less than 60 days lead time for the change to take effect
Lines of Communication	<ul style="list-style-type: none"> • All communications to senior officers must be routed through the travel focal point. • Assure that traveler information will always remain confidential

c. Finance

Service	Requirement
Asset recovery & measurement	<ul style="list-style-type: none"> • Automatic qualifying of unused electronic tickets for refund/void/future exchange where applicable. • Process refunds of all fully/partially unused tickets within 48 hours following reception of request or notification. • If the refund cannot be obtained directly by the Contractor, advise in writing within 48 hours that the refund application will be processed by a third party. • Verify residual value of partially used tickets refunded by carriers. Any difference between the original calculation and the actual refund shall be justified by the Travel Agent calculation. • Advise UNDP within five (5) working days about possible penalty charges of cancelled Travel Requests (TR). • For unused tickets issue credit note for outstanding refunds within 30 days for automatic refund procedures. For specific airlines or cases whereby a refund application has to be submitted to the airline independently then the refund timing shall depend on the timescales imposed by the carrier. In such instances the vendor will monitor the application and keep UNDP briefed regularly. • Inform UNDP on a monthly basis of unused flight segments of outstanding refunds identified through an automated ticket tracking system. Claim and process the refund accordingly. • Absorb all cancellation charges or penalties for which the Contractor is responsible. • Obtain justification from airlines for rejected refunds. • Void and/or reissue tickets whenever possible instead of refunding. • Maintain a log of all pending refund requests and ensure the follow-up on a monthly basis or as otherwise agreed with UNDP. • Offer use of tickets on file or voucher exchange to avoid loss of ticket value. • Maintain active log of unused tickets (received via electronic tickets or hard copy tickets returned) and ensure the follow-up on a monthly basis or as otherwise agreed with TSS. • Manage unused ticket bank to maximize asset recovery.
Transparency of Fares	<ul style="list-style-type: none"> • All net fares offered to the Organization will be transparent of any markup and remain true net fares.
Revenue Return	<ul style="list-style-type: none"> • All commissions, overrides, and other revenues generated from and directly attributable to the organization business travel will be returned to the Organization in its entirety with a 100% guarantee.
Audits	<ul style="list-style-type: none"> • Periodic audits of vendor's Organizational related accounts must be available to determine compliance with revenue return requirements. Audits may be conducted once per annum and at organization's cost.
Exit Conditions	<ul style="list-style-type: none"> • The vendor will use all efforts to cooperate fully in assuring UNDP and its travelers with a continued and uninterrupted service until the contract expiry or termination date. • The vendor will not reassign dedicated employees before the contract expiry or termination date in order to ensure an orderly transition with no adverse impact on service levels required by the UN and its travelers. • Subject to personal data protection requirements, and at no cost to the UNDP, other than costs imposed by third parties (such costs requiring advance notice to and approval by UNDP, the vendor will transfer and provide access to UNDP and/or its designated successor travel management company the travel data including passenger name records (PNRs) and profiles in the most appropriate. Unless agreed otherwise by UNDP, the vendor will not ticket for travel booked more than one month after the contract termination/expiry date. • The vendor will not impose on the UNDP or the successor Travel Management Company, any special or additional fees or costs involved in or related to the transfer of services, including, but not limited to, equipment de-installation, severance for employees, leasehold obligations, data transfer or handoff, management time cooperating with the new travel company, or other time related to the orderly transfer of business to the new travel management company.

Service	Requirement
	<ul style="list-style-type: none"> The vendor will use all efforts to cooperate fully in assuring UNDP and its travelers with a continued and uninterrupted service until the contract expiry or termination date

d. Reporting

Service	Requirement
Transaction fee reconciliation	<ul style="list-style-type: none"> Provide detailed monthly air reconciliation reports with specific fees, commissions, and credits identified.
Reporting and Back Office Processing	<ul style="list-style-type: none"> Provide monthly "Travel Advisory Information". Provide the travelers with online and/or offline relevant information on destinations, e.g., airport transfers / land transportation facilities, local points of interest, currency restrictions / regulations, health advisories, security advisories, weather conditions, etc. Create and update travelers' profiles for frequent travelers and verify the information with the traveler at the time each new booking is initiated. Provide "Monthly Income and Expenditures Report" of all travel operations to UNDP. Such report shall be submitted to UNDP no later than two (2) weeks following the end of the period to which the statement relates. Provide UNDP with a concise "Management Information Reporting" which shall be submitted to the UNDP on a quarterly basis. This report, among others, should identify problems, if any, and recommend solutions. Suggestions to enhance travel management services should be included. Provide "Annual Income and Expenditure Report" of all official sales activities with the UNDP. Invoices for each transaction shall be retained during the agreement period with a maximum period of two (2) years. The Travel Agent shall provide the UNDP access to these documents. Provide, at UNDP request employee performance and training reviews of employees who are assigned to the UNDP account.

3.5 Travel Policy

Travel Policy	<p>The Contractor will comply with all aspects of the UN's travel policy (https://info.undp.org/global/popp/hrm/Pages/duty.aspx) and as advised by each organization (each organization has variants of this policy) or as revised periodically by the UN organizations. The UNDP travel policies embody the following basic principles, which, however, are subject to subsequent revision:</p> <ol style="list-style-type: none"> Where available, use of the lowest applicable fare (including penalty fares) is the preference; Full economy fares may be used if no appropriate reduced fares are available; Business class travel or equivalent may be applicable in limited situations; where travel time is nine hours or more; Travel regulations prohibit first-class travel except for a few specific categories; The Contractor must be knowledgeable of and accepts to propose special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares which entail restrictive conditions (such as penalties or stay-overs), however, shall only be booked with the express approval of authorized Agency personnel;
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	<ul style="list-style-type: none"> vi. The Contractor shall, where appropriate, attempt to obtain free business class and first class upgrades for UNDP travelers. Any upgrades should be used for the cost-savings purposes; vii. The Contractor will provide travel services during the working hours of the United Nations Development Programme, which is from 8:30 am to 5:30 p.m. In addition, the Contractor must be able to respond to emergency requests by the UNDP Malaysia outside working hours, including weekends and official holidays; viii. The official travel requirements shall be accorded the highest priority and, therefore, the Contractor shall ensure that servicing private travel does not delay, impede or frustrate the Service Providers timely and effective processing of the UNDP official travel; ix. Much of the official travel must be organized on short notice, thereby placing a premium on efficiency and rapid communication in handling all travel related matters. In carrying out its diverse worldwide operations, the UNDP Malaysia need not only to arrange for travel of its Kabul based staff, but also for the travel of new staff, participants in meetings, and research fellows from other parts of the world; x. The Contractor shall make reservations, issue and deliver tickets for all commercial modes of transportations, i.e., air, rail, bus and steamship. Air passenger tickets shall be issued only on the approved ticket stock of the International Air Transportation Association ("IATA") or tickets stock of recognized, reputable airlines as approved by the UN Agencies; xi. The Contractor shall only accept and act on travel authorizations for official travel issued by the responsible Managers of the UNDP Malaysia or other delegated authorities, as shall be notified in due course; xii. The Contractor shall be given complete copies of the various UNDP Agencies travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all official Travel; xiii. The Contractor shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight, train, bus or steamship schedules prior to or during the traveler's official trip. When necessary, tickets and billing shall be modified or issued to reflect these changes; xiv. The Contractor shall provide an information service to notify the UNDP Malaysia and the traveler of such events as airport closings, cancelled or delayed flights, trains, buses or sea voyages and strike situations as well as of local political or safety conditions which may affect travel to any particular destination; xv. The Contractor shall provide all travelers with the reservation, ticketing and information services, which the travel industry normally accords corporate travelers. The Contractor shall provide for 24 hours a day emergency services, as well as for services over weekends where emergency travel service is required. One of the Service Provider's employees shall always be reachable by phone. The contact phone number will be given on an answering machine; xvi. The Contractor shall provide all official travelers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the Contractor can propose these services. The Contractor is expected to expand these services, as they become available on additional carriers.
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3.6 Performance Standards and Service Level Guarantees

The Contractor shall perform its services and deliver its products in accordance with the herein prescribed minimum performance standards set by the UN Agencies:

#	Product/Service	Performance Attribute	Definition	Standard/Service Level
1.	Airline Reservation	Agency Accuracy	Ability to perform task completely and without error.	<u>Zero-Error</u> in passenger records/ airline bookings, fare computation and routing
		Speed and Efficiency	Ability to delivery product or service promptly and with the minimum use of resources.	a. For confirmed bookings via itinerary within <u>four</u> hours from time of request b. For wait listed bookings via regular updates on a daily basis
2.	Airline tickets	Agent Accuracy	Ability to perform task completely and without error.	<u>Zero-Error</u> in the electronic or printed ticket/ aborted travel due to incomplete travel documents
		Timeliness of delivery	Ability to deliver product or service on or before promised date	<u>At least 1 working day</u> before departure date
3.	Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/ nationalities	<u>Zero-incidence</u> of complaints/ aborted travel due to incomplete travel documents
		Clarity	Ability to delivery product or service on or before promised date	<u>5 working days</u> before departure
4.	Billing	Accuracy	Ability to generate billing statements without errors for each UN Agency	<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 from the UN side
5.	Rates/Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards
		Company concern about	Ability to quote competitive fares	At levels same or lower than airline preferred

#	Product/Service	Performance Attribute	Definition	Standard/Service Level
		fares		rates. Guarantee that <u>one quotation is the lowest</u> obtainable fare.
		Good value indicated by price	Competitiveness of fares quoted vs. restrictions or lack/absence thereof.	At the same terms or better than quoted by airlines
		Willingness to negotiate preferred rates and concessions with airlines with assistance from UN	Voluntarily offering to represent UN in dealings with airlines	Semi-annual meetings to obtain competitive rates in the market and preferable fare conditions (i.e. ticketing deadlines, etc.)
6.	Service Quality	Accessibility	Ability to access or approach travel agency	Telephone: 5 rings Emergency: 24 hours E-mail: available Website: available (desirable)
		Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meetings with UN Travel Oversight Committee and Agency Performance Reviews
			Willingness to go out of one's way to help the traveler	No. of personal travels booked with travel agents
7.	Problem Solving	Refunds	Ability to process and obtain refunds for cancelled tickets on a timely basis	<u>100% refund within three (3) months from date of cancellation</u>
		Complaint Handling	Ability to resolve complaints	Timelines: One week. Manner of Resolution: Satisfactory score
8.	Travel Consultants	Competence	Knowledge of destinations. Knowledge of airline practices, fare levels and shortest routes and connections. Knowledge of UN 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	Frequency of communications: Monthly

#	Product/Service	Performance Attribute	Definition	Standard/Service Level
			informed about matters concerning them.	
10.	Office Premises and Hours of Services	Readiness to do business	Sufficient manpower to commence business at the start of office hours; Provision of skeletal workforce to answer calls during breaks.	Same hours/ days of work as UN Agency System (Monday-Friday, 0830-1730hrs); accommodations of calls during off-hours. <u>Zero complaints that no one was around to answer calls.</u>

3.7 Guidance to Fare Quotations

The Contractor should provide 1 to 3 alternate routes as requested by UNDP for most direct and economical routes, unless otherwise specified by UNDP. Subsequent Purchase Order (PO) will be issued for the tickets to be procured.

3.8 Complaint and Disputes

- (a) The Contractor shall provide a good faith effort to resolve disputes and misunderstandings in favor of the UNDP travelers. Within twenty four (24) hours the Contractor shall provide a written acknowledgement.
- (b) The Contractor shall respond to all complaints by investigating and explaining in writing, their underlying cause as well as detail specific steps that have been taken or will be undertaken to prevent recurrence of the problem. Within ten (10) days disputes and misunderstanding shall be resolved.
- (c) The copies of all complaints received and the Contractor written responses shall be provided to the designated travel person of UNDP.

3.9 Private Travel

- (a) The Contractor shall provide the UNDP Malaysia staff any information on local and non-local travel, including lodging, resorts and clubs available in the country for private travel, with all related services. The Contractor shall provide international vacation travel arrangement travel for all well-known tour operators, as well as its own products in the leisure market, including flight, only arrangements at bulk prices. Its personnel shall be trained to handle such private travel arrangements. However, the Contractor shall always give priority to handling official travel over any private travel.
- (b) The cost of any private arrangement shall be to the individual's accounts. UNDP will not be liable for any costs or losses in claimed by the Contractor for any private travel arrangement.
- (c) The Contractor notes that the UNDP Malaysia does not guarantee the Contractor any minimum level of private travel, or exclusivity in handling such private travel.
- (d) The Contractor shall ensure that arranging personal travel do not interfere with arranging official travel.

3.10 Terms of Payment

- a) Statement of account or invoice for all Travel Requests (TR) shall be submitted to UNDP on a monthly basis or any other frequency as agreed between the parties by attaching copies of the Travel Authorization and tickets / agent coupon. 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 traveller.
- b) All charges associated with personal travel, including all fees for passport and visa services shall be billed directly to the travellers and excluded from the invoices presented to the UNDP.
- c) Payment will be made within thirty (30) days after the receipt and certification of the Contractor's 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 Contractor.
- d) UNDP Malaysia will provide payment via bank transfer or via check to the selected Contractor for the received travel management services based on the issued invoices at the beginning of each next month after the delivered services.

3.11 List of Agencies which are provided Travel and / or Protocol services by UNDP Malaysia Country Office for their operations in Malaysia

- 1. United Nations Development Programme (UNDP),
- 2. UN High Commission on Refugees (UNHCR),
- 3. United Nations Population Fund (UNFPA),
- 4. United Nations University (UNU),
- 5. United Nations Department of Safety and Security (UNDSS),
- 6. UNDP-Global Shared Services Unit (UNDP-GSSU),
- 7. World Food Programme (WFP),
- 8. Office of the United Nations Resident Coordinator (UNRC),
- 9. UNDP-GEF Small Grants Programme (SGP).

Section 4: Bid Submission Form¹

(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 Supply of Goods 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 [insert: period of validity as indicated in Data Sheet].

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.

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

We remain,

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 Form²

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. Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation		
3. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
4. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
5. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
6. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
7. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
8. Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder		
9. Value and Description of Three (3) relevant Contract for the past Three (3) 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. Please include all information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.		
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		

² 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)³

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.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

³ 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.

Section 6: Technical Bid Form⁴

ITB/UNDP/MYS/ 003/2016

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

Technical Mandatory Requirements

Bidder's proposed products **MUST** comply with all the following specifications to be considered for price evaluation⁴.

	Mandatory Requirements (Non-Discretionary "Pass/Fail" Criteria)	Your Responses		
		Yes, we comply	No, we cannot comply	Comments (Please provide a brief description)
1	5 years of operation experience and registered as travel agent (with proof of notarial deed or copy of business registration), with minimum one office branch / affiliates in the country or worldwide serving major UN destinations.			
2	Able to provide all mandatory services as per TOR (except for Optional Services) .			
3	Accredited IATA (Billing Settlement Payment/ International Air Transportation Association) Travel Agent for 4 years (copy of IATA			

⁴ Technical Bids not submitted in this format may be rejected.

	Mandatory Requirements (Non-Discretionary “Pass/Fail” Criteria)	Your Responses		
		<i>Yes, we comply</i>	<i>No, we cannot comply</i>	<i>Comments (Please provide a brief description)</i>
	membership.			
4	Maintains a good track record in serving international organizations, embassies and multinational corporations.			
5	Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their curriculum vitae (please refer to the TOR, item 3.3 and provide CVs of key personnel) .			
6	Financially capable of rendering services to UN Agencies in Malaysia. Annual turnover of the bidder must not be less than MYR 2,000,000 annually.			
7	Maintains facilities of GDS (Global Distr. System, i.e. Amadeus, Galileo, World Span, etc.).			
8	Contractor shall have membership in global travel management associations and partnership arrangements.			
9	Able to guarantee the delivery of products and services in accordance with the Performance Standards and Service Level Guarantees (see TOR, item 3.6)			
10	Contractor shall have minimum one positive recommendation from international organizations (embassies, UN Agency, or multinational corporations).			
11	Contractor shall provide letter(s) from airlines companies on UN discount prices (see Section 7, Annex I) .			
13	All Provisions of the UNDP General Terms and Conditions are accepted.			

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.

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, or D&B report 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 experience within for 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)

SECTION 2 - Contractor Capability, Expertise

2.1. Quantity of branch office(s) around the country/worldwide: Provide a brief description of the Agency's main office and branches, number of company's employees. List the airlines that the Agency is selling tickets on behalf of, describe the booking systems used by the Agency and provide copies of relevant certificates.

2.2. Membership in global travel management associations: Provide copies of company's registration certificate, licenses issued by global travel management association (if any), and other certificates of professional membership in travel management associations etc.

2.3. Volume of sales (annual international air tickets turnover in 2013, 2014, 2015): Provide information about the annual volume of air tickets sold in 2013, 2014, 2015.

2.4. Quantity of air tickets sold annually in 2013, 2014, 2015: Provide information about the annual quantity of air tickets sold in 2013, 2014, 2015.

2.5. Reservation Booking System: Provide information about the quantity and type of booking systems the company operates.

2.6. Billing and Settlement Plan (BSP IATA) membership availability: Provide information about company's membership in BSP.

SECTION 3: Personnel Competence

3.1. Qualification & Professional Experience of personnel

Provide an organization chart describing the relationship of key positions and designations. Provide the CVs for of proposed personnel in the format given below. CVs should demonstrate qualifications in travel management services. Provide copies of relevant certificates, accreditations, awards and citations received by the proposed staff members.

UNDP might conduct interviews of the selected service provider's proposed key personnel, before initiating the contract.

CV Format

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational 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 2015</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.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>		
Signature of the Nominated Team Leader/Member		Date Signed

Section 7: Price Schedule Form⁵

- i. The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.
- ii. All fees/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 18.0 of the UNDP General Conditions for Contract.
- iii. Please provide your transaction fixed fee as per the information provided in excel sheet which is attached here (Separately) as Annex I.
- iv. The transaction fee shall cover all profits, overheads, and all associated costs for the ticket passing any and all discounts given to the Contractor by the airline carriers to the UN agency concerned.
- v. The Contractor shall handle all UN billing from its office, and all invoices shall be submitted and settled on monthly basis separately with each UN agency.
- vi. If a ticket is issued in conjunction with an international ticket (connecting flight), only one management fee will be charged on the ticket.
- vii. The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Annex I

Price Schedule I

a. Transaction Fee

#	AIR CARRIER COMPANY	Transaction fee, \$	Weight according to number of tickets sold	Transaction fee multiplied by weight	Number of tickets sold
		(A)	(B)	(C) = (A) X (B)	
1	MALAYSIA AIRLINES		0.593		1,618
2	EMIRATES AIRLINES		0.062		168
3	QATAR AIRWAYS		0.051		140
4	KLM ROYAL DUTCH AIRLINES		0.031		85
5	ETIHAD AIRWAYS		0.016		43
6	SINGAPORE AIRLINES		0.029		80
7	KOREAN AIR		0.014		39
8	THAI AIRWAYS INTL LTD		0.041		112
9	CATHAY PACIFIC AIRWAYS		0.008		21
10	AIRASIA		0.081		222
11	ETHIOPIAN AIRWAYS		0.012		33
12	ROYAL BRUNEI AIRLINES		0.033		91
13	TURKISH AIRLINES		0.008		22
14	JAPAN AIRLINES CO LTD		0.012		32
15	LUFTHANSA		0.008		23
					2,729

Total transaction fee (D), \$

[= total (C) x 2,729]

b. Discount

#	AIR CARRIER COMPANY	*Discount percentage, %	Weight according to sales volume	Discount multiplied by weight, %	Sales volume, \$
		(E)	(F)	(G) = (E) X (F)	
1	MALAYSIA AIRLINES		0.282		1,993,633
2	EMIRATES AIRLINES		0.173		1,218,066
3	QATAR AIRWAYS		0.144		1,017,894
4	KLM ROYAL DUTCH AIRLINES		0.106		745,368
5	ETIHAD AIRWAYS		0.059		414,756
6	SINGAPORE AIRLINES		0.043		301,814
7	KOREAN AIR		0.034		242,595
8	THAI AIRWAYS INTL LTD		0.026		186,150
9	CATHAY PACIFIC AIRWAYS		0.024		166,330
10	AIRASIA		0.022		157,475
11	ETHIOPIAN AIRWAYS		0.021		151,038
12	ROYAL BRUNEI AIRLINES		0.019		131,036
13	TURKISH AIRLINES		0.017		121,376

#	AIR CARRIER COMPANY	*Discount percentage, %	Weight according to sales volume	Discount multiplied by weight, %	Sales volume, \$
		(E)	(F)	(G) = (E) X (F)	
14	JAPAN AIRLINES CO LTD		0.015		106,926
15	LUFTHANSA		0.015		106,259
					7,060,716

* proof from Air Carrier Company on discount is required

Total discount (H), \$
[=Total (G) x 7,060,716/100]

The price offer by the Contractor will be determined from the following formula:

Price offer = (D) - (H)

Price Schedule II

Price schedule II is for UNDP reference only and shall not be considered in the evaluation of Financial Proposal. Price schedule might be included in the contract for use by UN Agencies.

Item	Cost Components	Unit	Unit Price/ Fixed Fee (USD)
1	Third Country Visa Application (excluding visa fee cost)	Person	
2	Other Optional Services (please specify): _____ _____ _____		

Duly authorized to sign the Proposal for and on behalf of

(Name of Organization)

Signature/Stamp of Entity/Date

Name of representative:

Address:

Telephone/Fax:

Email:

Section 8: FORM FOR PERFORMANCE SECURITY⁶ (Not Applicable)

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

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. Click to enter dated Click to enter , to deliver the goods and execute related services [Click here to enter text](#). (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of guarantee]* *[in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

⁶ If the ITB requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template



SECTION 9

STANDARD AGREEMENT

between

THE UNITED NATIONS DEVELOPMENT PROGRAMME

and

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

THIS AGREEMENT is made this _____ day of _____, 199____, 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**").

WITNESSETH

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.

"**Traveller**" shall mean any person designated on a Travel Authorization, or such other request as may be approved by UNDP, and any other traveller 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 dependants (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 Travellers 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 Travellers 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 Traveller 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 Traveller. 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 Travellers 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 property 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:_____

UNDP 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, UNIFEM 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 considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 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 thirty (30) 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 23.1 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 anytime, 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 <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. 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.
