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INVITATION TO BID

**TITLE OF SERVICE: PROVISION OF TRAVEL MANAGEMENT SERVICES FOR
UN AGENCIES AND ITS PROJECTS IN CAMBODIA UNDER LONG-TERM
AGREEMENT (LTA)**

PROJECT TITLE: UN AGENCIES IN CAMBODIA

NAME OF COUNTRY: CAMBODIA

PROCESS No. 35-39108

Section 1. Letter of Invitation

Phnom Penh, Cambodia
April 22, 2016

Invitation to Bid: Provision of Travel Management Services for UN Agencies and its Projects in Cambodia under Long-Term Agreement

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid for Provision of Travel Management Services for UN Agencies and its Projects in Cambodia under Long-Term Agreement.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Term of Reference
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Bid Security
- Section 9 – Form for Performance Security (N/A)
- Section 10 – Form for Advanced Payment Guarantee (N/A)
- Section 11 – Contract to be Signed, including General Terms and Conditions

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, should be submitted in accordance with Section 2 and to the following address **no later than 17 May 2016 by 11:00 a.m., local time**. **Late submission shall be rejected**. Submission by email will not be accepted.

**UNDP Cambodia, Registry Office (Building No. 3)
No. 53, Pasteur Street, Boeung Keng Kang I
PO Box 877, Phnom Penh, Cambodia
Attn: Procurement Analyst, Procurement Unit
Tel: 023 216 167, Fax: 023 216 257
E-mail: procurement.kh@undp.org**

All interested bidders are encouraged to attend a pre-bid conference to be held on **02 May 2016 at 3:00 p.m.** at below address.

UNDP Cambodia (Building No. 5)
Lad Conference Room
No. 53, Pasteur Street, Boeung Keng Kang I,
Phnom Penh, Cambodia

Bidder who are interested shall send an email confirmation to chanpisey.ky@undp.org, and cc procurement.kh@undp.org

You are kindly requested to submit an acknowledgment letter to UNDP via email address at procurement.kh@undp.org. 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.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Yours sincerely,



Sereyvattana Chan (Ms.)
Procurement Analyst

Section 2: Instruction to Bidders¹

Definitions

- a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *"Country"* refers to the country indicated in the Data Sheet.
- e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *"Day"* refers to calendar day.
- g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

¹ Note: this Section 2 - Instructions to Bidders shall not be modified in any way. Any necessary changes to address specific country and project information shall be introduced only through the Data Sheet.

- 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.

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

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

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

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

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

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

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

F. AWARD OF CONTRACT

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

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

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

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders

DATA SHEET²

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	UN Common Long-Term Agreement
2		Title of Goods/Services/Work Required:	Provision of Travel Management Services for UN Agencies and its Projects in Cambodia
3		Country:	Cambodia
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-Bid conference will be held on:	<p>Time: 03:00 PM Phnom Penh Local Time Date: 2 May, 2016 Venue: LAD Conference Room, Building 5, UNDP Cambodia, No. 53, Pasteur Street, Boeung Keng Kang I</p> <p>The UNDP focal point for the arrangement is: Chanpisey KY (Ms.) Telephone: (855) 23 216167 (Ext. 167) Facsimile: (855) 23 216257 E-mail: chanpisey.ky@undp.org</p> <p>Senior staff (maximum 2 staffs per organization) from the bidders' organization may attend. Attendance is not mandatory for this pre-bid meeting. But optional.</p>

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

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8	C.21.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Required Amount: USD 2,000.00 would be required to be submitted along with bidding document.
10	B.9.5	Acceptable forms of Bid Security ³	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template) <input checked="" type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check
11	B.9.5 C.15.4 a)	Validity of Bid Security	Indicate number of days, but minimum of 150 days from the last day of Bid submission. Bid Security of unsuccessful Bidders shall be returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed. LTA service providers will be assessed during the performance review and action was taken accordingly.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline.
17	B.10.1	Contact Details for submitting clarifications/questions ⁴	Focal Person in UNDP: Focal Person in UNDP: Chanpisey Ky (Ms.) E-mail address dedicated for this purpose: chanpisey.ky@undp.org and procurement.kh@undp.org

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

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

			<p>Response to clarification questions will only be provided for written clarification questions, not for verbal clarification question.</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such and extension is necessary and communicates a new deadline to the proposers.</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email or fax, and Posting on the website ⁵ http://procurement-notices.undp.org
19	D.23.3	No. of copies of Bid that must be submitted	<p>Original: 1 Copies : 1</p> <p>Please also provide technical proposal and its annexures (scanned copies in ONE PDF FILE) in a CD/DVD; and can be kept in the envelope containing hard copy bid.</p>
20	D.23.1 b) D.23.2 D.24	Bid submission address	UNDP Cambodia, Registry Office (Building No. 3) No. 53, Pasteur Street, Boeung Keng Kang I, PO Box 877, Phnom Penh, Cambodia
21	C.21.1 D.24	Deadline of Bid Submission	<p>Date and Time :</p> <p><u>No later than 17 May 2016 by 11:00 a.m., Phnom Penh Local Time</u></p>
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	N/A
24	D.23.1 c)	Date, time and venue for opening of Bid	<p><u>Date: 17 May 2016 by 2:00 p.m., Phnom Penh Local Time</u></p> <p><u>Venue: Lad Conference, UNDP Building 5</u></p>
25		Evaluation method to be used in selecting the most responsive Bid	<p><input checked="" type="checkbox"/> Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Term of Reference (Refer to section 8 in the TOR).</p> <p><input checked="" type="checkbox"/> Lowest price offered of technically qualified/responsive bid. (The methodology to calculate price offer is mentioned in TOR.)</p>

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

Signature

26	C.15.1	<p>Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)</p> <p><i>[check all that apply, delete those that will not be required.]</i></p>	<p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured, and past contract performance within the last 2 years.</p> <p>The past contract performance should provide details of: Client Name, Contract Date, Contract Value, Contract focal point name and email, work location.</p> <p>(Note: UNDP reserves the right to conduct reference checks with one or more of the listed clients provided by bidder)</p> <p><input checked="" type="checkbox"/> IATA Accreditation Certification</p> <p><input checked="" type="checkbox"/> Valid Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Valid Patent Certificate or equivalent document.</p> <p><input checked="" type="checkbox"/> Copies of licenses and membership certificates in global travel management associations; if any</p> <p><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country, if any</p> <p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years if applicable.</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last two (2) 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>
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<p>(1) Signed bid submission form</p> <p>(2) Documents required in No 26</p> <p>(3) Provide documents should be in line with Bid Data Sheet requirements.</p>
29	C.15.2	Latest Expected date for commencement of Contract	September 1, 2016
30	C.15.2	Maximum Expected duration of contract	Initial 1 year with possible extension for another 2 years subject to satisfactory performance.

31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Bidder only
32	F.34	Criteria for the Award and Evaluation of Bid	<p>Award Criteria</p> <p><input checked="" type="checkbox"/> Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Term of Reference.</p> <p><input checked="" type="checkbox"/> Compliance on the following qualification requirements :</p> <p>Bid Evaluation Criteria⁶</p> <p><input checked="" type="checkbox"/> Minimum 4 years of experience in Travel Management Services.</p> <p><input checked="" type="checkbox"/> Legal Registration document including license of travel agent operate in Cambodia.</p> <p><input checked="" type="checkbox"/> Valid Patent Certificate or equivalent document</p> <p><input checked="" type="checkbox"/> IATA Accreditation Certification</p> <p><input checked="" type="checkbox"/> Availability of at least 1 booking system (Global Distribution Systems): Provide the description about booking system including on-line booking/airline reservation, in-plant domestic, international ticketing, e-ticket facilities and online booking tools.</p> <p><input checked="" type="checkbox"/> The vendor should have a total revenue of at least USD 1 million included the revenue from ticket sales at least USD 500,000 per year (the last 2 years)</p> <p><input checked="" type="checkbox"/> Latest Audit Financial Statement (Income Statement, Balance Sheet) including audit report for the last 2 years if applicable.</p> <p><input type="checkbox"/> CV of the Team to directly coordinate with UNDP as stated in TOR:</p> <ul style="list-style-type: none"> • At least 1 Supervisor • At least 2 travel consultants/ticketing staffs • At least 1 accounting staff <p><input checked="" type="checkbox"/> Full compliant to other requirements as outlined in the ToR.</p>
33	E.29	Post qualification Actions	<p><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;</p> <p><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;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance ongoing or previous contract completed.</p>

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

Sign

34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Others (receipt of signed contract by both parties)
35		Other Information Related to the ITB ⁷	<ul style="list-style-type: none"> • UNDP will issue requests/Purchase Order from time to times during the term of this one year arrangement making reference to the one year agreement • Other UN Agencies in Cambodia are also entitled to use this LTA and issue purchase orders to the supplier citing this LTA.

⁷ Where the information is available in the web, a URL for the information may simply be provided.

**PROVISION OF TRAVEL MANAGEMENT SERVICES FOR UN AGENCIES AND ITS
PROJECTS IN CAMBODIA**

1) Project Title

Provision of Travel Management Services for UN Agencies and its Projects in Cambodia

2) Project Description

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

- United Nations Development Programme (UNDP)
- Food and Agriculture Organization (FAO)
- United Nations Population Fund (UNFPA)
- United Nations Children's Fund (UNICEF)
- World Food Programme (WFP)
- World Health Organization (WHO)
- United Nations Assistance to the Khmer Rouge Tribunal (UNAKRT)
- United Nations Industrial Development Organization (UNIDO)
- United Nations Educational, Scientific and Cultural Organization (UNESCO)
- ILO Better Factories Cambodia (ILO-BFC)
- ILO Joint Projects Office (ILO-JPO)
- International Organization for Migration (IOM)
- International Fund for Agricultural Development (IFAD)
- The International Monetary Fund (IMF)
- Office of the High Commissioner for Human Rights (OHCHR)
- The United Nations Action for Cooperation against Trafficking in Person (UNACT)
- United Nations High Commissioner for Refugees (UNHCR)
- United Nations Department of Safety and Security (UNDSS)
- United Nations Joint Programme on HIV/AIDS (UNAIDS)
- United Nations Conference on Trade and Development (UNCTAD)
- United Nations Human Settlements Programme (UNHABITAT)
- United Nations Women (UNWOMEN)
- United Nations Office on Drugs and Crime (UNODC)
- United Nations Volunteers (UNV)
- United Nations Office for Project Services (UNOPS)
- World Bank and ADB
- UN Agencies' Projects

In order to achieve cost efficiency from economies of scale while ensuring outstanding quality of service, one recommendation agreed among the UN Agencies was to consolidate all the travel requirements and enter into common contract with travel agency to serve all its travel needs and service requirements.

⁸ This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

3) Scope of Services, Expected Outputs and Target Completion

Travel, as referred to in the TOR, shall apply to all movements or journey by air of authorized staffs from one place to another for official business purposes, both international and domestic. These official purposes include, but not limited to the followings:

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

The UN travel policies embody the following basic principles:

- Where available, use of the lowest restricted and non-refundable fare (including penalty fares) is the preference; or CO will advise travel agent if otherwise.
- Full economy fares may be used if no appropriate reduced fares are available;
- Business class travel or equivalent may be applicable only in limited situations;
- Travel regulations prohibit first-class travel except for a few rare specific categories;
- The Travel Agency must be knowledgeable of and prepared to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate;
- The Travel Agency shall, where appropriate, attempt to obtain upgrades for UN/UNDP travelers wherever possible.

For reference purpose UNDP Travel policy can be looked at the following link:

<https://info.undp.org/global/popp/hrm/Pages/duty.aspx>

The UN total annual expenditure for ticket from January 2015 to December 2015 was approximately US\$ 1,107,000 (actual - \$1,084,855.70 – just adding 2%). And additional expenditure for non-ticket services (i.e. visa, passport processing) is US\$ 12,500 per year.

Previous Flight Usage Statistics of 2015 by Domestic and International

Flight Category	# Ticket	Amount (\$)
Domestic Flight	224	40,040.20
International point-to-point Flight (to Bangkok)	407	100,011.50
International point-to-point Flight (to others)	709	697,228.00
International Multipoint	15	26,819.00
Inbound air ticket (from any countries to Cambodia)	178	220,757.00
Total	1,533	1,084,855.70

Note: The figures shown are a good and fair estimate of the air travel spends for each year. Please note UNDP offers (but cannot warrant) the accuracy of any information contained in the above status report and offers it in good faith. Any agreement resulting from this Request for Proposal carries with it no

guarantee of future business levels.

Major activities and services required by the UN Agencies expected to be undertaken by Service Provider include, but not limited to the followings:

a) Reservation and air ticketing

- i) Upon receiving an email from UN Agencies asking for quotation, travel agency shall immediately make booking at least three (3) main airlines operating the route and prepare appropriate itineraries with the most direct and economic routes (or otherwise specified by each UN agency's focal point) . Prices quoted shall be the net amount and any special rates or discounts shall be clearly stated. For travel expected at/to exceed 9 hours, a flight duration is indicated with the quotations provided
- ii) UN Agencies will then decide, based on the cost of ticket and confirmation of ticket availability from travel agent to buy the ticket/s and/or services based on Official Authorization/Purchase Order or any other form of authorization as agreed between the UN agency and the travel agency. If reservation made by the travel agent is not at the lowest available rate allowed, the travel agent shall refund the difference to UN Agencies. UN Agencies reserves the rights to conduct live fare audit by third party providers, and travel agent shall extend the support to UNDP in order to conduct a fare audit exercise
- iii) Travel agency shall promptly issue and deliver accurately printed tickets and detailed itineraries and within 24 hours after receiving the travel authorization from the UN agencies, (in printed and electronic format) showing the accurate status of the airline on all segments of the journey;
- iv) For wait-listed bookings, travel agent shall provide regular feedback on status of flight. In the event that wait-listed bookings cannot be confirmed, travel agent shall notify the requesting party of the problem and provide three (3) alternative routings/quotations for consideration;
- v) Travel agent shall accurately advise the UN of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations charges;
- vi) At the request of the UN agency, provide all official travelers with advance seat assignments and advance boarding passes on all airlines for which the Travel Agent can offer these services.
- vii) Travel agency shall reconfirm and revalidate airline tickets, re-issue tickets which are returned as a result of changed routing or fare structures and printed itineraries; and
- viii) Air tickets to be issued shall be lowest restricted and under non-refundable condition; otherwise requested.

b) Airfares and Airline Routings/Itineraries

Travel agency shall --

- i) Propose fares/airline routings and guarantee that it shall obtain the lowest available airfare for the journey concerned. Such journeys shall be the most direct and economical routing;
- ii) Ensure that tickets issued are in accordance with entitlements prescribed in the Travel Authorization;
- iii) Assist UN agencies in negotiating with airlines on preferred carrier fares and load such fares in the travel agency's Computerized Reservation System for use in auto-ticketing;
- iv) Reissue of tickets when fare savings justified; and

- v) Advise market practices and trends that could result in further savings for the UN, including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting.

c) Travel Information/Advisories

Travel agent shall --

- i) Inform travelers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-over's, hidden stops, and other possible inconveniences of the itinerary;
- ii) Provide travelers with online and offline relevant information on official destinations, e.g., airport transfers/land transportation facilities, local points of interest, currency restrictions/regulations, health advisories (including vaccination requirement), security advisories, weather conditions, etc.;
- iii) Endeavor to notify, i.e. mobile travel alert solution, travelers of airport closures delayed or canceled flights, diverted and misconnected flights, security procedures, health precautions, as well as other changes that will affect or will require preparations from the travelers, sufficiently before departure time; and quick reference for requested destination.
- iv) When required, the travel agency shall train designated UN staff on the kinds of tickets, restrictions that apply to each type, and any other information to facilitate good communication and service.

d) Flight Cancellations/Rebooking and Refunds

Travel agency shall --

- i) Process duly authorized flight changes/ cancellations as and when required and taking care that in such cases, cancellation fees and charges imposed by the airlines are avoided.
- ii) Immediately process airline refunds for canceled travel requirements/unutilized pre-paid tickets and credit these to the UN as expeditiously as possible;
- iii) Refund tickets within one (1) month only; and
- iv) Limit refund charges at airline rates only, i.e., no additional charges will accrue to the travel agency.
- v) Absorb cancellation and/or change reservation date charges which are due to no fault of traveler of UN agencies;

e) Supplier Relations

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

f) Services Quality Control and continuous improvements

- i) The Travel Agency shall establish and operate to monitor on a regular and continuous basis the quality of travel products and services provided to the UN Agencies in Cambodia ;

g) Management Reporting System

Travel agency shall be installed with professional management reporting system which is

able to maintain sophisticated computerized profile of travelers submit to the UN the following reports/documents on a monthly basis or at anytime upon request by the UN Agencies:

- i) Monthly production statistics (Per UN Country Office, airlines, and Consolidated format) with comparative figures if applicable (month to month, year on year).
- ii) Monthly production statistics separated by continents (domestic, Asia, and other continents), personal trip and destination countries. Report should be able to be sorted by UN Agencies, Name of Passenger, Destination (Country and City), Airline Name, Class, ...
- iii) Changes and Updates on Airline Rates, promotions, policy changes, etc., immediately upon the Travel Agency's receipt of the advice.
- iv) Complaint and solution report.
- v) Monthly report on the status of ticket refunds per UN agency.
- vi) Changes and Update on Airline Rates, promotions, policy changes, etc., immediately upon the receipt of the advice;
- vii) Reports listed below with data refreshed monthly and made available at a consolidated level as well as by organization

h) Billing and Invoice

- i) Travel agency shall send an itemized official invoice to UN Agencies travel focal point after the end of each transaction. The invoice must indicate detail information include, but not limited to (1) ticket class, (2) itinerary, (3) name of traveler, (4) ticket reference, (5) UN agency Purchase Order number/Authorization Code, and (6) Price with cost breakdown by fare, tax & YQ, and service charge. Moreover, the invoice must be attached with BSP report corresponding to the tickets issued for UN traveler.
- ii) UN Agencies shall provide payment to the travel agency within 30 days after receipt and certification of the Travel Agent's invoice.

i) Complaint Tracking and Resolution

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

j) Emergency Travel

- i) Travel agency shall assign one or several travel consultants that can be contacted to provide travel services in case of an emergency, outside working hours, weekend, absence of its focal travel consultants, national holidays or while the travel agency's office is closed and, for such purpose, the travel agency shall have communication channels accessible 24 hours a day for emergencies (fixed telephone line, mobile phone, etc.).
- ii) The regular timetable shall be from 7:30 am to 12:00 pm and from 1:30 pm to 05:30 pm, from Monday to Friday, providing services on a continuous basis. This shall exclude national holidays observed in the country.

k) Availability of Other Services As May Be Requested

The other services as listed under this section are the additional services which may be required by UN agencies during the contract implementation and will not affect the

evaluation.

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

- i) Package Tours and Promotions for Personal Travel
- ii) Preferred Seating Arrangements /Upgrades
- iii) Privileged Check-in Services/Use of Airline Lounges Facilities
- iv) Hotel reservations/Accommodations
- v) Excess/Lost/damage Baggage
- vi) Lost/stolen/unused air tickets
- vii) Ground Transportation/Car Rental
- viii) Travel Insurance
- ix) Transfer-Out Assistance
- x) Travel Assistance/Support to Conference/Special Events

Travel agency shall states whether the following services can be offered during the contract implementation. If yes, please submit your price offered in section 7(table 7.2).

4) **Contract Performance Management**

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

Performance Category	Performance Indicator	Measure ment Tool	Rating Scale (Satisfactory Level)	Target
Service Quality / Customer Service	level of satisfaction on responsiveness/accountability /ability to handle the request	UNDP Annual Survey	<ul style="list-style-type: none"> • Very Satisfied • Satisfied • Dissatisfied • Very Dissatisfied 	80% (based on 'satisfied' or higher ratings)
	level of satisfaction on courtesy/client orientation		<ul style="list-style-type: none"> • Very Satisfied • Satisfied • Dissatisfied • Very Dissatisfied 	
	level of satisfaction on the offer/explanation/solution for options and air-fare		<ul style="list-style-type: none"> • Very Satisfied • Satisfied • Dissatisfied • Very Dissatisfied 	
	level of satisfaction on the travel agent's reminding and follow up with the travelers on the issuance of ticket		<ul style="list-style-type: none"> • Very Satisfied • Satisfied • Dissatisfied • Very Dissatisfied 	
	level of satisfaction on the on-time report submission		<ul style="list-style-type: none"> • Very Satisfied • Satisfied • Dissatisfied • Very Dissatisfied 	
	level of satisfaction on issuance of ticket under emergency circumstance – how responsive the travel		<ul style="list-style-type: none"> • Very Satisfied • Satisfied • Dissatisfied • Very Dissatisfied 	

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	agent is and is it difficult to contact the travel agent			
	level of satisfaction for visa arrangement			
Airline Tickets	Accuracy in the handling ticket (e.g. correct traveler name)			
	Timeliness of ticket delivery			
Rates/Pricing	Ability to quote competitive fare			
Billing	Ability to generate billing statements that are transparent, easy to understand, and without errors			
	Ability to process and obtain ticket refunds on a timely basis			

UNDP reserves the right to terminate the contract if the overall rating of Travel Agent resulted from UNDP annual survey is less than 80%.

5) Institutional Arrangement

a) For Travel Agency

- i) In its capacity as Travel Agency formally established and affiliated to and/or represented in a global network, it should be duly authorized under Cambodia's laws and regulations, as well as under IATA that governs all activities in this field.
- ii) The travel agency shall have in its current office all the 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.
- iii) The successful travel agency shall provide all personnel, equipment systems, materials, supervision, and other items and services necessary to perform comprehensive travel management services to officers/staff of the UN Agencies, their dependents and other travelers authorized/accredited under the systems, in accordance with the UN policies, procedures and guidelines. All relevant documents are requested to keep at least for 5 years for audit purpose.
- iv) Travel agency shall provide a list of individuals by name and titles who will be assigned for servicing the UN agencies (focal person for each UN agency) in order to fulfill its obligation under the long-term agreement with UNDP. The composition of the focal persons should be as following:

Sign

- One (1) Supervisor who shall be responsible for the overall management of the UN accounts;
 - Two (2) Travel consultants for UN agencies
 - One (1) Accountant; and
 - One (1) Messenger that will prioritize delivery of documents to UN-authorized travelers.
- v) 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 personnel who will be assigned to serve the UN need not necessarily be new, but may also be current employee of the travel agency, to be re-assigned to service the UN requirements on a full-time basis.
- vi) Successful travel agency shall submit UNDP the air fare rates for reference. Any changes in price due to promotion, discount or increase shall be subject to notification to UNDP.

b) For UN Travel Focal Points' Roles and Responsibilities in respective UN agencies:

UN travel focal points shall perform the following:

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

6) Duration of the Work

The contract with the successful travel agency shall be signed by the UNDP, which is appointed by the UN Country Team as the leading UN Agency in this tender, for and on behalf of the other UN agencies in Cambodia.

The successful travel agency shall be contracted for an initial period of one (1) year, and may be extended up to three (3) years based on requirement and satisfactory performance.

7) Location of Work

The successful travel agency will principally perform the task from its own office.

8) Qualifications of the Successful Service Provider at Various Levels

The successful Travel Agency will be contracted to serve the needs of UN agencies in Cambodia shall have the following minimum eligible criteria:

a) Expertise of Firm / Organization

- Legal registration (Valid Patent Certificate and Valid Business Registration Certificate)
- Accredited IATA licensed and registration to operate in Cambodia;
- At least 4 year business experience operated as travel agency;

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- Availability of at least 1 booking system (Global Distribution Systems): Provide the description about booking system including on-line booking/airline reservation, in-plant domestic, international ticketing, e-ticket facilities and online booking tools.
- Ability to get revenue of at least USD 1 million included the revenue from ticket sales at least USD 500,000 per year (the last 2 years)
- Latest Audit Financial Statement (Income Statement, Balance Sheet) including audit report for the last 2 years if applicable.
- Acceptability of all provisions of the UNDP General Terms and Conditions.

b) Qualification of team directly coordinate with UNDP

The focal point who are assigned for servicing the UN agencies should have the following minimum qualifications:

i) Supervisor (One)

- Minimum Bachelor Degree
- Have at least five years of account management experience in travel management services
- Have a minimum of five years of experience booking reservations especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae
- Proficiency in written and spoken English

ii) Travel Consultants (Two)

- Minimum High School Degree
- Consultants should have a minimum of five years of experience booking reservations especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae
- Proficiency in written and spoken English
- Training Experience in Ticketing software and others

iii) Accountant (One)

- Minimum High School
- Have a minimum of two years of accounting experience in travel management services
- Proficiency in written and spoken English

The nominate focal person in the proposal must be the employee who will be responsible for the management of travel services to UN Agencies in Cambodia the entire period set in the contract. If the focal persons are terminated his/her services with travel agency, the latter must notify UNDP Travel LTA focal point one month in advance and attach to the letter and CV of the proposed replacement of focal person. UNDP Cambodia reserve right to reject the newly nominate focal person if found to be not competent enough to handle the management of Travel Services. In event of failing to assign experienced personnel, UNDP Cambodia shall have right to terminate the contract.

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

Section 4: Bid Submission Form⁹

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

Insert: Location

Insert: Date

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

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] 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.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

⁹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

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Contact Details:

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder**Bidder Information Form¹⁰**Date: *[insert date (as day, month and year) of Bid Submission]*ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

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

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

24/5

Joint Venture Partner Information Form (if Registered)¹¹

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 four (4) 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.		

¹¹ 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 Form¹²

INSERT TITLE OF THE ITB

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

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

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

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last two (2) 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)

¹² Technical Bids not submitted in this format may be rejected.

Sign

SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

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

2.1. Scope of Supply: (N/A)

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

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

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

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

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

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

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

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

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

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

place.

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

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

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SECTION 3: PERSONNEL

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

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

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

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
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.		
_____ Signature of the Nominated Team Leader/Member		_____ Date Signed

Section 7: Price Schedule Form¹³

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders. The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to lot prices. Separate figures must be provided for each functional grouping or category, if any.

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

The format shown on the following pages is suggested for use as a guide in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Table 7.1. Mandatory Services Requirement

Ticketing Based Charges and Other Service and Transaction Fees	Weightage for each service (A)	Fixed Service Fee per transaction (USD) (B)
<u>7.1.a) TICKET ISSUANCE FEES</u>		
• Domestic flight	15%	
• International point-to-point flight (to Bangkok)	27%	
• International point-to-point flight (to others)	43%	
• International multipoint flight	1%	
• Inbound air ticket (from any countries to Cambodia)	12%	
<u>7.1.b) NON-TICKET BASED FEES AND OTHER SERVICE CHARGES:</u>		
• Re-issuance / revalidation service fee of tickets (Intl and Domestic) not issued by travel Agency	0.5%	
• Cancellation service fee within reporting period (International/Domestic)	0.5%	
• Visa processing/assistance fee	0.5%	
• Visa Cable, DFA visa extension and Immigration visa assistance	0.5%	

Note:

The services fee quoted by bidders will be evaluated according to the assigned % weighted in column A as stated in above table. The contract will be awarded to bidder who offered total lowest price among qualified bidders.

Formula for determine weighted price:

¹³ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

- Weighted Price Evaluation = Weightage for services (A) x Fixed services Fee per transaction (B)

Formula for determine total price offer:

- Total Price offer: Σ of all weighted prices quoted by Ticketing Based Charges and Other Service and Transaction Fees

Table 7.2. Optional Services Requirement (not be evaluated)

In addition to above main financial component in table 7.1., the Proposers are requested to provide their service handling fee for the below transactions which may be leveraged by UNDP upon request. The below rates will not be considered during the evaluation stages, however UNDP may include these fees in the Long Term Agreement as a guide **and reserves the right to negotiate rates that are considered above market range**.

Other Service and Transaction Fees		
#	Service Descriptions	Service Fee (USD)
1	Re-issuance / revalidation of domestic tickets issued by the travel agency	
2	Refund service fee: International/Domestic	
3	Passport processing new/renewal	
4	MCO's for excess baggage	
5	Lost ticket and travel documents assistance	
6	VIP Airport Service	
7	Airport assistance (meet and greet at airport)	
8	In-bound tickets	
9	Hotel reservations/accommodation	
10	Travel insurance	
11	Package tours and promotions for person travel (to be paid for by passenger)	
12	Privileged check-in services/use of airline lounges facilities	
13	Other services (Proposer to specify)	

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf
of.....

Section 8: Form for Bid Security

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

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

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

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

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

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

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

This guarantee shall be valid until 30 days after the date of validity of the bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: Form for Performance Security¹⁴ (N/A)

(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

¹⁴ If the RFP 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 10: Form for Advanced Payment Guarantee¹⁵ (N/A)

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

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of UNDP]

Date: _____ ++++++

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of ITB requirements] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])¹⁶ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___, 20___ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

¹⁵ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

¹⁶ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

Section 11: Contract for Professional Services

STANDARD AGREEMENT

between

THE UNITED NATIONS DEVELOPMENT PROGRAMME

and

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

THIS AGREEMENT is made this ____ day of _____, 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 fulfill its commitments with the fullest regard for the interests of UNDP and the United Nations.

2.5 A weekly and monthly report shall be provided by the Travel Agent.

2.6 A quarterly meeting will be held between the Travel Agent and UNDP and other UN Agencies.

2.7 The Travel Agent shall be able to negotiate with the Airlines in providing better rates should it be applicable if UNDP and other UN Agencies could provide assurance on level of purchasing for each region or routing.

2.8 The Travel Agent has to keep documents up to 5 years for financial audit and agree to let UN itself or contract with independent third parties to audit finance related to travel services for UN Agencies.

2.9 The Travel Agent shall submit UNDP the air fare rates with airlines for reference. Any changes in price due to promotion, discount, or increase shall subject to notification to UNDP.

2.10 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 A semi-annual survey shall be conducted by UNDP with all UN travelers on services provided by the Travel Agent.

ARTICLE 4. Compensation to the Travel Agent

4.1 The sole remuneration for the Travel Agent shall be the Service Charge as per quoted price schedule.

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 properly given upon receipt by the addressee at the address mentioned on the first page hereof, unless otherwise agreed.

ARTICLE 9: Confidentiality

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

ARTICLE 10: General Provisions

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

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

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

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

ACCEPTED:

FOR THE TRAVEL AGENT:

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED:

FOR UNDP:

By: _____

Name: _____

Title: _____

Date: _____





50
YEARS

Empowered lives. Resilient nations.

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 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

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

24.2 The Contractor acknowledges and agrees that, at 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 <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

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