

INVITATION TO BID

**10819 RSC 2017 – LONG TERM AGREEMENT FOR THE PROVISION OF
TRAVEL MANAGEMENT SERVICES FOR UN AGENCIES**

REGIONAL HUB FOR LATIN AMERICA AND THE CARIBBEAN



*Empowered lives.
Resilient nations.*

UNITED NATIONS DEVELOPMENT PROGRAMME

February, 2018

Section 1. Letter of Invitation

Panama
February 8, 2018

10819 RSC 2017 – LONG TERM AGREEMENT FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR UN AGENCIES

Dear Mr./Ms.:

1. The United Nations Development Programme (UNDP), Regional Hub for Latin America and the Caribbean, hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.
2. The Regional Hub for Latin America and the Caribbean of UNDP, on behalf of the Participating United Nations System Agencies in Panama (UNS Agencies) is issuing this tender document for the purpose of concluding a LongTerm Agreements (LTAs)¹ with the successful Proposers (up to 2 maximum) for a period of one (1) year with possibility to renew it thereafter, for a maximum of another two (2) years, subject to satisfactory contract performance.

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

3. Based on past expenditures in years 2015 - 2017, it is expected that the total spend for new contracts, for Travel Management Services, will be approximately USD 23.2 million for air tickets.
4. While UNDP intends to establish the LTAs, there is no fixed committed contract amount and UNDP reserves the right to utilize other sources at its discretion to assure value for money. Once the contract is established with the winning vendors, orders for tickets or services will be placed through Purchase Orders and the General Conditions and Terms of the Contract will be in force.
5. This ITB includes the following documents:
 - Section 1 – This Letter of Invitation
 - Section 2 – Instructions to Bidders (including Data Sheet)
 - Section 3 – Technical Specifications (Terms of Reference)
 - Section 4 – Bid Submission Form
 - Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
 - Section 6 – Technical Bid Form
 - Section 7 – Price Schedule Form
 - Section 8 – Form for Bid Security (NOT APPLICABLE)

¹ The term “Long Term Agreement” refers to a written agreement between UNDP and a supplier that is established for specific goods or services at prescribed prices or pricing provisions for a defined period of time, against which specific orders (call offs) can be placed at any time, during the defined period and with no legal obligation to order any minimum or maximum quantity.

Section 9 – Form for Performance Security (NOT APPLICABLE)

Section 10 – Form for Advanced Payment Guarantee (NOT APPLICABLE)

Section 11 – Model Contract for Goods and/or Services – including General Terms and Conditions for Contracts

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

adquisiciones.rclac@undp.org

The letter should be received by UNDP no later than **FEBRUARY 15, 2018 – 10:00 A.M. (Time of the Republic of Panama)**. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

8. Should you require any clarification, kindly send your query to the identified email in the attached Data Sheet No. 17, on this ITB.

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

Yours sincerely,

PROCUREMENT UNIT

Section 2: Instruction to Bidders

Definitions

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

activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

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

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/documents/about/transparencycdocs/UNDP_Anti-fraud_Policy_English_FINAL.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html> 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://www.un.org/depts/ptd/pdf/conduct_english.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:
- i. they have at least one controlling partner, director or shareholder in common; or
 - ii. any one of them receive or have received any direct or indirect subsidy from the other/s; or
 - iii. they have the same legal representative for purposes of this ITB; or
 - iv. 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;
 - v. 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
 - vi. 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, Repairable 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/business/protest-and-sanctions.html>)

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

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

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

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

Instructions to Bidders

DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	62103 – LAC Regional Service Center
2		Title of Goods/Services/Work Required:	10819 RSC 2017 – Long Term Agreement For The Provision Of Travel Management Services For Un Agencies
3		Countries:	Panama
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Spanish
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	No partial bids are allowed/accepted. UNDP intends to award 2 selected bidders for all items listed under this ITB to the lowest priced technically responsive qualified bidder. Therefore, bidders are strongly encouraged to submit complete bids only.
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered.
7	C.22	A pre-Bid conference will be held on:	FEBRUARY 15, 2018 – 10:00 a.m. (Time of the Republic of Panama) Venue: Clayton, City of Knowledge, UN HOUSE, Bldg. 128, Ground Floor. Bidders may participate by skype for business. If participating via skype, please register writing a request to adquisiciones.rclac@undp.org no later than FEBRUARY 14, 2018, COB. UNDP does not

			assume responsibility for lack of connectivity during transmission.
8	C.21.1	Period of Bid Validity commencing on the submission date	120 days
9	B.9.5 C.15.4 b)	Bid Security	Not Required
10	B.9.5	Acceptable forms of Bid Security	Not applicable
11	B.9.5 C.15.4 a)	Validity of Bid Security	Not applicable
12		Advanced Payment upon signing of contract	Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Not applicable
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	Clarifications will be provided on rolling basis and last request for questions/clarifications should be submitted to UNDP no later than 10 calendar days before the submission date. All responses provided by UNDP will be also posted on the UNDP procurement website, as an update to this ITB on: http://procurement-notices.undp.org/view_notice.cfm?notice_id=42551
17	B.10.1	Contact Details for submitting clarifications/questions ²	E-mail address dedicated for this purpose: adquisiciones.rclac@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the	Direct communication to prospective Bidders by email and Posting on the website:

² 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.

		ITB and responses/clarifications to queries	http://procurement-notices.undp.org/view_notice.cfm?notice_id=42551
19	D.23.3	No. of copies of Bid that must be submitted	Please refer to DS No. 23 for details.
20	D.23.1 b) D.23.2 D.24	Bid submission address	Please refer to DS No. 23 for electronic submission guidance
21	C.21.1 D.24	Deadline of Bid Submission	Date: MARCH 6, 2018 Time: On or before 11:59 p.m. (Time of the Republic of Panama, GMT -5)
22	D.23.2	Manner of Submitting Bid	Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission and password submission is: rsclac.Itafair@undp.org <input checked="" type="checkbox"/> Format: PDF files only, password protected. <input checked="" type="checkbox"/> Free from virus and corrupted files. <input checked="" type="checkbox"/> Max. File Size per transmission: 4 MB <input checked="" type="checkbox"/> Max. No. of transmission: Unlimited <input checked="" type="checkbox"/> Mandatory subject of email: 10819 RSC 2017 [name of bidder] <input checked="" type="checkbox"/> Virus scanning Software to be Used prior to transmission: Yes <input checked="" type="checkbox"/> Digital certification/signature: (All bids must be signed by signatory authority of submitting bidder) <input checked="" type="checkbox"/> Time Zone to be Recognized: Panama City, Republic of Panama (GMT -5) <input checked="" type="checkbox"/> Other conditions: See below further instructions for electronic submission: -Bidders may send as many e-mails as needed; however, the size of each e-mail should not exceed four megabytes (4 MB). -As an e-mail can take some time to arrive after it is sent, we advise all Bidders to send e-mail submissions well before the deadline.

			<p>-Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission.</p> <p>-When choosing to submit their bids electronically, Bidders are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</p> <p>-Please Note: Any bid sent to the private email addresses of any procurement staff will not be accepted</p> <p>Password <u>must</u> be provided to UNDP on the date and time of Bid Opening as indicated in DS No. 24</p>
24	D.23.1 c)	Date, time and venue for opening of Bid	<p>Date and Time: MARCH 7, 2018 – 9:00 AM</p> <p>Venue: Clayton, City of Knowledge, Bldg. 128, Ground Floor.</p>

25		Evaluation method to be used in selecting the most responsive Bid	<p> <input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements (Section 6); and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid </p> <p>Memo to Bidders (Examples of Bid Rejection)</p> <p>Bids have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions.</p> <p>Below are some of the more common examples of why bids are rejected. Bidders are urged to read this before submission and to check that their bids conform to each of these points and the instructions as noted in the bidding documents.</p> <p>-Bid is submitted after the deadline for submission, either by hand or electronically. Emailed bids sent just before the deadline may arrive after the deadline and be rejected. Therefore, make sure to submit your bids beforehand.</p> <p>-Bids not submitted to correct physical or electronic address.</p> <p>-Bid is <u>not</u> signed as per the instructions in the ITB.</p> <p>-Not all sufficient documents have been provided.</p> <p>-Documents provided are not in English.</p> <p>-Documents provided do not directly address each point of the evaluation criteria.</p> <p>-Bid not specifically addressing the evaluation criteria of the ITB and Technical Specifications.</p> <p>- Bid does not offer services which have been specifically requested in the Technical Specifications.</p>
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			<p>-Failure to enclose the Bids Submission Form (see Section 4).</p> <p>-The Bidder failed to consult the UNDP procurement website before the deadline for bid submission and did not see the changes to the ITB listed there which need to be incorporated in the bid.</p> <p>-The Bidder declines or proposes a major deviation to UNDP General Conditions of Contract (see Section 9). Bids contain viruses and/or corrupted files.</p> <p>-The Bidders should ensure that submitted bids DO <u>NOT</u> contain viruses and/or corrupted files. Such bids will be rejected.</p> <p>The above examples illustrate some errors which may be made by Bidders. This is a partial list. The bidding documents contain additional instructions which should be followed carefully.</p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (copy of documents)	<p><input checked="" type="checkbox"/> Company Profile including printed brochures and product catalogues relevant to the goods/services being procured. Company profile is a set of information used by the bidder for marketing purposes.</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three years or D&B report</p> <p><input checked="" type="checkbox"/> Self- Statement of Satisfactory Performance of the Top 3 Clients during the past 5 years in terms of Contract Value.</p> <p><input checked="" type="checkbox"/> Information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p> <p>Failure to provide all the above mentioned</p>

			information may result in the bid being rejected. Bids that are unclear or leave room for interpretation may be considered non-responsive and hence not be evaluated.
27		Other documents that may be Submitted to Establish Eligibility	<input checked="" type="checkbox"/> Provide at least three client references for similar projects (amount and scale) contracted as main contractor. <input checked="" type="checkbox"/> Confirmation of non-inclusion of the bidder in the in UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List and in the list of vendors sanctioned by UNDP
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<p>IMPORTANT: Bidders are requested to complete and submit together with the bids the documentation required under Section 6 Technical Bid form of this ITB.</p> <p>THE FOLLOWING SHALL BE INCLUDED IN THE BID SUBMISSION (in addition to the documentation requested in Clause 26 above)</p> <p style="text-align: center;">A) COMMERCIAL</p> <p>A.i. Bid submission form: Fully completed and duly authorized (see Section 4). A.ii. Technical Bid form (Section 6) A.iii. Price Schedule form: Fully completed and duly authorized (see Section 7)</p> <p style="text-align: center;">B)TECHNICAL</p> <p>B.i. Bidder's Statement Regarding Deviations/Non-Compliance – Any deviation from provisions of service shall be disclosed and clearly stated in the table provided for such purpose on Section 6 Form.</p>
29	C.15.2	Latest Expected date for commencement of Contract	<i>MAY 2018</i>

30	C.15.2	Maximum Expected duration of contract	Long Term Agreements will be signed with a 12-month duration. The agreement may be extended for up to 24 more months, for a total of 3 years.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> Long Term Agreements (LTAs) will be entered with up to two (2) vendors.
32	F.34	Criteria for the Award and Evaluation of Bid	<u>Please refer to item 25 above</u>
33	E.29	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Agreement with UNDP's General Terms and Conditions for Contracts, as attached in the ITB and based on date of countersignature of the and duly executed contract.
35		Other Information Related to the ITB	<p><u>Additional Guidelines Related to the Long Term Agreement</u></p> <p>The Long Term Agreements is of inter agency character and is open for the use of other Agencies of the United Nations System or UNS's Projects, who wish to use it, even if their name has not been declared in this bid document.</p> <p><u>Contract's Supervision and Administration:</u> The Contract shall be administered by UNDP as designated lead agency, selected by OMT (Operations Management Team) and will be responsible for the review, consolidation and communication of performance evaluations as per KPI's attached. The lead agency will also supervise the use of approved ceilings and</p>

			expiration dates of agreements and will approve price increases in consultation with OMT.
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Section 3: Terms of Reference (TOR)

3.1 Background

United Nations, (UN) was founded by 51 countries in 1945 after the end of Second World War, with the purpose of maintaining international peace and security, develop friendly relations among nations and promoting economic and social progress, improvement of living standards and human rights. Currently its 193 Member States, abide by the principles of the United Nations Charter.

Agencies, Funds and Programs of the UN System with programmatic cooperation, are part of the United Nations System (UNS) in a country.

In Panama, after the creation of the City of Knowledge, regional and multilateral organizations were invited to consider the area as a potential location for their offices. The combination of this offer with the stability of the country, the easy access and the favorable living conditions motivated many of these organizations, and many UNS Agencies, to establish themselves in the area, and currently it has an important presence in Panama, bringing together national, regional and sub-regional offices.

All UNS Agencies have as a mandate to improve the coordination and efficiency of the cooperation of the United Nations' different agencies, committees, funds and programs, and to optimize the use of its resources. To that end, it periodically does joint purchases, among which is the procurement of Travel Agency Management Services.

3.2 Objective

UNS Agencies in Panama wish to sign a Long Term Agreement³ with two Travel Agencies, for the provision of purchasing airline, land or marine tickets at the local and international level, as well as other related services. The services will be for the use of UNS Agencies, or projects.

It is expected to award up to 2 Travel Agencies:

Main Travel Agency: The Travel Agency ranked #1 in eligibility, (lowest grand total among technically compliant offers) will maintain presence in the spaces dedicated for the implants.

Secondary Travel Agency: The Travel Agency, ranked #2 in eligibility (second lowest grand total among technically compliant offers) and will quote electronically.

The Secondary Travel Agency shall be used in the following circumstances only:

³ The term "Long Term Agreement" refers to a written agreement between UNDP and a supplier that is established for specific goods or services at prescribed prices or pricing provisions for a defined period of time, against which specific orders (call-offs) can be placed at any time during the defined period and with no legal obligation to order any minimum or maximum quantity.

a) When in the opinion of the UNS Agency the capacity of the Main Agency is being or will be exceeded, such as, in case of natural disasters or critical situations.

b) When in the opinion of the UNS Agency the Main Travel Agency has been found as non-compliant with the Terms of Reference.

The use of the Secondary Travel Agency will be duly evidenced in writing, and its use shall be pre-approved by the Management of each UNS Agency.

The Agencies, Funds or Programs that can subscribe a Long Term Agreement are:

1. United Nations Development Programme – Regional Hub for Latin America and the Caribbean
2. United Nations Development Programme - Country Office (UNDP CO)
3. United Nations Population Fund – Regional Office (UNFPA REGIONAL)
4. United Nations Population Fund – Country Office (UNFPA CO)
5. United Nations Office for Project Services – Latin America and the Caribbean Regional Office (UNOPS LCO)
6. Office for the Coordination of Humanitarian Affairs (OCHA ROLAC)
7. United Nations Environment Programme (UNEP)
8. United Nations Children’s Fund – Regional Office (UNICEF REGIONAL)
9. Office High Commissioner for Refugees - Regional Office (UNHCR)
10. United Nations Women (UNWOMEN)
11. United Nations Office on Drugs and Crime (UNODC)

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

3.2 Travel Statistics

HISTORICAL DATA ON TRAVEL SERVICES – UN SYSTEM IN PANAMA

YEAR	TICKETS ISSUED	USD\$ VALUE
2015	5,890	USD5,680,907
2016	7,246	USD7,513,609
2017	4,537	USD5,000,000

Frequent Destinations:

New York
El Salvador
Guatemala
Costa Rica
Geneva
Colombia
Nairobi
Brasilia
Santiago de Chile
Buenos Aires
Santo Domingo
Lima

3.3 Qualifications Of Successful Contractor(s):

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

The successful Contractor(s) that expect to serve UN Agencies should also comply with the minimum qualifications indicated in Section 6 of this ITB.

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

- Key account manager/s who shall be responsible for the overall management of the UNS account.
- Full Time Implants
- Backoffice support personnel

Qualifications of Key Personnel:**Account Manager**

- i. General experience in travel agency services management and coordination (minimum 5 years).
- ii. Experience with 1 or 2 corporate accounts of multinationals and/or international organizations.
- iii. University degree, preferably at technical level related with the area.
- iv. Fully bilingual (Spanish/English)
- v. Experience in providing travel agency services, team-oriented and good communication skills. Minimum 5 years' travel industry experience and a minimum of five (5) years' experience in managing or supervising a Business Travel Centre or a corporate Travel Agency.

- vi. Strong GDS (Global Distribution Systems, i.e. Amadeus, Galileo, etc.) skills: Knowledge and management of reservations systems and type of tickets, issued by airlines.
- vii. Computer literate, with advance knowledge of computers (Microsoft Office software)

- **Implants**

- i. General experience in travel agency services (minimum 5 years).
- ii. Experience with 1 or 2 corporate accounts of multinationals and/or international organizations.
- iii. Studies at diversified level, preferably at technical level related with the area.
- iv. Fully bilingual (Spanish/English)
- v. Experience in providing travel agency services, team-oriented and good communication skills.
- vi. Strong GDS skills: Knowledge and management of reservations systems and type of tickets, issued by airlines.
- vii. Computer literate, with advance knowledge of computers (Microsoft Office software)

The total minimum key personnel required is: One (1) account manager, and four (4) implants.

If one or all of the UNS Agencies decide not to have implants, the selected Travel Agency shall adjust and assign sufficient personnel in order to provide services to the UNS Agencies satisfactorily, and in compliance with this Term of Reference.

The selected travel agency shall be responsible to ensure the continuity of service, and will provide replacements as needed in the absence of key personnel. In case that it is necessary to change any assigned personnel, it shall be done with the UNS's Agency previous consent.

The assigned personnel, either implants or employees at Main Office, will not be changed without previous express consent of the respective UNS Agency, unless it is by force majeure or serious misconduct (irrevocable resignation, bad behavior/performance or similar) or at the request of the UNS Agency. The selected vendors will be required to devote a reasonable number of support personnel providing services to the travel needs of the UN, (billing agents, messengers, travel agents, accountants, etc.). Any new personnel shall be evaluated and approved by the UNS Agency.

3.4. Duration

Up to two Long Term Agreements will be signed for a period of 12 months. The contract shall be reviewed at least once a year (after 11 months) and could be extended for up to 24 months more for a total period of 3 years.

3.5. Contract Supervision

The Contract shall be administered by UNDP as designated lead agency, selected by OMT (Operations Management Team) who will be responsible for the review, consolidation and communication of performance evaluations as per KPI's attached. The lead agency will also supervise the use of approved ceilings, and expiration dates of agreements and will approve price increases in consultation with OMT.

3.6. Payment:

Each Travel Agency shall invoice the corresponding UNS Agency individually and shall issue two Statements of Accounts during the month: the first corresponding to the tickets issued from the 1st to the 15 of each month and the second statement of account corresponding to tickets issued from the 15th to the 30th of each month. This documentation shall be presented to the person in charge of each Agency, Fund, Program or Project of the United Nations System. Each invoice will be made detailing the services rendered and shall include all the additional costs for the services rendered such as visas, transport services, internal transport, etc. Each Agency, Fund, Program or Project of the United Nations System will review and manage the corresponding payment with the next 30 days from the receipt of the Statement of Account and shall pay within the following 30 days.

Please note Secretariat Agencies that use SAP or UMOJA as Administrative System will require the Travel Agency to provide billing details in specific format detailed below.

3.7. Services required by UNS Agencies:

The travel agency shall provide the following basic services to the Agency, Fund, Program or Project of the United Nations System (UNS) and their projects that they wish to participate, according to the following:

a. Operational Requirements⁴

Service	Requirement
Hours of Operation	<p><u>Implants</u> : The regular hours will be 08:00 to 17:00, from Monday to Friday, with one hour for lunch at noon. This will exclude national holidays observed by UNS in the country.</p> <p><u>Travel Agency (Main Office)</u>: From 08:00 to 18:00 hours, from Monday to Friday with continuous service without closing at noon and Saturdays from 08:00 to 12:00 hours. This will exclude national holidays observed in the country.</p> <p>24 HOUR EMERGENCY/TROUBLESHOOTING SERVICE: travel agency must provide 24 hour service to all agencies outside regular working hours that can be used to process last minute changes, support or handle emergencies/changes for travelers.</p>
Airline Booking	<p>a) Quotation of airline, land or marine transport tickets for officials from the UNS's personnel that are requested. In each case three different quotations will be presented with their respective tariffs, airlines and the restrictions</p>

⁴ Please note, that optional services are specifically indicated.

Service	Requirement
	<p>that the ticket may have explicitly expressed, including within the quotation the discounts given by the airlines to the UNS and all the required taxes. The quoted prices shall be net to be paid. The UNS Agency shall have the final decision of which selection will be used.</p> <p>b) Prepare travel itineraries for each official trip before the traveler takes off, that include the following information: departure and arrival times to the different destinations, flight numbers, airline, number of hours in advance to be present at the airport, assigned seat, class, penalizations, requirements and restrictions that should be taken into account when the flight will take place, etc. In said itinerary the travel agency's telephone number that is available 24 hours a day will be provided so that travelers can contact the agency from any place in the world in case of urgencies. The travel agency will also request, the traveler's telephone number through which the agency can notify him/her of any important information, such as airport closings, cancellations, flight delays or other changes.</p> <p>c) Make the respective reserve, according to the agreed itinerary confirmation that the travelers remit and that are framed within UNS's guidelines and regulations.</p> <p>d) Airline Tickets issued in situ: the issuing of tickets will be made based on the UNS's approved itinerary, using at all times as a fundamental criteria, UNS's travel regulations, whose mainly consists in applying the most economic and direct route to the destination, with the most economic tariff available. The UNS shall provide the agencies that are selected in this competitive process; the UNS's detailed policies and regulations on traveling, as well as the corporate tariffs or discounts applicable with the different airlines, with the objective that these are applied by the persons that are assigned to provide the service.</p> <p>e) When possible, perform the specific allocation of seats at the time of making the reservations as long as the seat allocation at the time of making the reservation does not increase the ticket cost . This has to be done taking into account any special consideration that the traveler may have (size, authorized class, preferences, etc.). Even though it is not the direct responsibility of the agency, if the airline makes changes at flight time, the traveler should be alerted of such a situation, at the time of giving the ticket or indicate it in the itinerary that is provided.</p> <p>g) Invoicing and Periodic Report: The invoicing of each ticket will be made separately, to each UNS Agency, who will be responsible for their payment and the provision of tax exemptions and the respective airline tickets.</p>

Service	Requirement
	<p>The invoices shall be presented with the following attachments: a) an attached list indicating: traveler's name, travel date, route, ticket number, passenger's name and cost, b) a copy of the authorization and c) a complete photocopy of all the documentation. At UNS Agency requirement, the Travel Agency shall issue periodic individual or joint consumption reports in an Excel format.</p> <p>h) Please note Secretariat UNS Agencies, operating with ERP "UMOJA" require specific spreadsheet to be filled besides photocopy of all documentation. Please see sample template attached. For every transaction (ots or ta, travel authorization) on the spreadsheet, the first line in the spreadsheet is the ticket cost and the second line is the agency fee.</p> <p>i) The service provider shall be solely responsible for any cost or fee associated with transactions and service fees which the service provider's bank may charge for receipt of payments through international bank transfers resulting from the use of ERP systems (e.g UMOJA)</p>
Baggage	<ul style="list-style-type: none"> • Inform travelers about accompanied baggage allowance, excess baggage charges and rules. • Inform travelers about baggage insurance, if requested, and provide advice in case of lost baggage.
Fare Search	<ul style="list-style-type: none"> • Reissue of tickets when fare savings justified. • Provide international rates to UNS Agency and apply international tariffs. • Book travel through all channels to ensure lowest fare. • Ensure access to all types of air fares (air carrier published, web-low-cost, UN and travel agent negotiated fares)
Authorization and Exceptions to the Standard of Accommodation	<ul style="list-style-type: none"> • Shall provide services in accordance with official travel policy. The vendor is not authorized to issue a ticket on behalf of the organization without an authorized Travel Request (TR), unless exception approval is received from a designated official. The ticket (i.e. fare, routing, standard of accommodation and carrier) must be in conformance with the travel policy AND the value cannot exceed the amount identified in the approved TR. • Identify when a through fare in business class is less expensive than a booking with a mixed standard of accommodation in Economy and Business and request an exception to the standard of accommodation through e-mail to UNS AGENCY. • All other exceptions to the standard of accommodation are approved by an authorized representative of the relevant organization. UNDP and all other UNS agencies, shall provide the names and specimen signatures for as a means of verification.

Service	Requirement
Hotel Booking (Optional Services UNS Agencies may use)	<ul style="list-style-type: none"> • Provide lowest hotel rate options using the negotiated hotel rates of UN, Agency or lowest market available. • Offer negotiated hotel rates worldwide. • Provide hotel itinerary including arrival dates, confirmation number, hotel rate secured, guaranteed reservation information, time limit and cost (if applicable) required for cancellation, penalties for changes, contact addresses/phone numbers. • Upon UNDP or any UNS agency request, provide assistance and support for the implementation of a cost-effective hotel program. • Book hotels free of charge in connection with air or rail reservations. • Any cost or advance related to hotel booking should be charged & invoiced directly to the traveler, obtain form of payment from the traveler, unless otherwise instructed by UNS AGENCY. • Search non-negotiated hotels when negotiated hotels are not available or there is no negotiated hotel.
Disaster recovery	<ul style="list-style-type: none"> • Create, publish, maintain and deploy a comprehensive disaster recovery plan for reservations, vendor disaster, world crisis, technology/information retrieval, transactions, traveler/arrangement communication plan which will be shared with the UNS Agency. • UNS Agency will advise a designated staff within one hour of any situation where their Disaster Recovery plan becomes effective and advice of actions being taken with timeline for recovery. • Staff incorporated in the Business Continuity Plan will have the same organizations specific training as regular users. • Partner with the UNS Agency to locate and communicate with travelers in crisis situations.
Quality Control	<ul style="list-style-type: none"> • Have in place internal quality control, corporate standards and workflow related to travels, ticketing and reservations, car rental, hotel arrangements, cash distributions and visa issuance services. • Designate a quality representative who will act as a focal point of each UNS Agency for service quality/complaint related subjects. • Check each transaction by an automated quality control management system ensuring mandatory management information requirements are complete, checking data logic

Service	Requirement
Ticket Processing	<ul style="list-style-type: none"> • Arrange for travel originating to and from Panama, including travelers located anywhere in the world. • Arrange for travel originating and ending anywhere in the world. • Split ticketing should be done for fare savings with the exception of a connection where the transit time is less than 4 hours. • Ensure that 100% of all e-ticketed documents are delivered at maximum 24 hours following receipt of approved Travel Request (TR) unless otherwise instructed by UNS AGENCY or unless travelling occurs within that timeframe. • Provide appropriate Quality Control system to maintain high level processing. • Provide a system or procedure to track and reuse non-refundable tickets, credits or refunds. • Reuse, when feasible, unexpired tickets using name changes, if available and airline allows, to avoid loss of value. • Propose booking/ticketing services through a local travel agent partners/travel office abroad if justified by a clear cost advantage. • In case of existing restrictions (sanctions, embargos...) that hinders the travel agent to make direct arrangements in certain markets, provide an alternative option to the extent allowed by applicable law. • Promptly notify (e.g. email) travelers and travel arrangers of any schedule changes and/or delays which may interfere with the travel arrangements (airport closings or strikes, cancelled flights or trains or others) to the extent that Travel Agent is aware of the same. • Inform UNS Agency in case of major disruption. • Bill personal deviations included in official travel separately to travelers for payment (costs excluded from invoices submitted to UNS Agency).
Ticket Distribution	<ul style="list-style-type: none"> • Distribute all tickets and invoices accurately and in a timely manner. • Deliver customized e-ticket itineraries and receipts as needed via email. • Provide reports/database to input unused and partially used non-refundable tickets and ensure tickets are used when applicable to new bookings. • Reissue invoices as requested
Global Reservation process	<ul style="list-style-type: none"> • Comply with each UNS Agency travel policy and trip approval requirements. • Document PNR (Passenger Name Records) with exception documentation, reason codes and low fare comparison. • Waitlist if necessary and confirm cleared waitlists (lower fare or sold out situations), communicate results to traveler or traveler planner.

Service	Requirement
	<ul style="list-style-type: none"> • Book low cost carriers when requested including carriers outside of the GDS. • Inform on Visa, Passport, and medical requirements. • Retain every PNR for a six-month period in the GDS (Bookeeping paper files for 5 years). <p>Optional services:</p> <ul style="list-style-type: none"> • Book preferred seating, request special meals and other services as governed by traveler profiles, document itinerary. • Assist travelers with mileage upgrades.
Travel Documentation: Itinerary/invoices	<ul style="list-style-type: none"> • Provide itineraries via email in a timely manner for all new reservations and changed reservations. • If segments are added, and the itinerary is no longer in chronological order the travel agency should summarize the itinerary options and cost in an email. • Provide itineraries on demand with customized messaging. • Ensure that personal deviations are clearly identified with extra cost and routings involved. UNS Agency shall not be liable for expenses related to personal portions, and reserves the right to audit all travel records to verify the accuracy of allocated costs between official and personal charges. • Maintain a consistent layout of both online and offline itineraries. • Provide electronic itineraries to travelers in English, showing in one single and clear document with comprehensive reservation details: <ul style="list-style-type: none"> - Status of reservations on all carrier's segments; - Travel dates, departure and arrival times at destination and transfer points, including any stops the flight might make enroute - Comprehensive fare conditions and ticketing deadline (TDC) - Contact's telephone number and 24h Out of Standard Working Hours platform service phone number; - Baggage allowance; - CO2 emission information when available; - Name of travel counsellor handling the reservation; - If a car service is provided by the airline, this should be clearly noted - Official fare noting the incremental cost for any personal deviations, as well as the most economical fare option; - Itinerary remarks including standardized remarks (Company reminders and UNDP or UN Agency procedural information).

Service	Requirement
	<ul style="list-style-type: none"> • After the official fare has been calculated: add to originator comments any approvals for airfare higher than the official fare. If there is a personal deviation, what portion of the fare needs to be paid by the UN staff member / TR must be noted with personal deviation dates. Lowest available offer at time of booking based on time constraints. • Upon approval and issuance of ticket invoice should be sent. Must include ticket number(s) / amount(s) charged and cc used (not number)/ change and/or cancel fees / itinerary of flights. Should include record locators for each airline on the itinerary / frequent flyer numbers / seat assignments or a remark about airport check in / special meals confirmed or not / car service information / after-hours phone number and access code (if applicable). • Schedule changes: Email should begin with a clear statement that there has been a schedule change to their itinerary. Should include new times as well as previous or specifically point out what has changed. E.g. <i>"Arrival time to New York on March 8 is now 20 minutes later."</i> • Refunds: Email should state that a refund has been processed - full or partial. Include Passenger name, Travel dates, Airline(s), ticket number(s) and dollar amount of the ticket, any used amount, any cancel fee and total refund to be expected. • Travel credit (cancelled non-refundable ticket): Email should state that a credit is being housed on their behalf. Include Passenger name, Travel dates, Airline(s), ticket number(s), dollar amount of the ticket, value of the credit, airline it is valid on and expiration date. • All itinerary / invoice communication should contain a subject line differentiating the purpose of the communication to easily identify content.
Prepaid and other Misc. Documents	<ul style="list-style-type: none"> • Prepare and process appropriate documents where absolutely necessary and where electronic tickets cannot meet needs.
Support	<p>Provide the following services:</p> <ul style="list-style-type: none"> • Direct telephone number for designated senior officers. UNS Agency will provide a list of contacts for this purpose. • Emails and voicemails need to be returned within 2 hours - sooner if the issue warrants immediate action if done during working hours . • Add segment selected remarks to the itinerary if preferences cannot be fulfilled. • Add OSI message noting VIP status. • After the reservation shows ticketed, confirm all tickets were issued (if using an automated program) and that ticket numbers were submitted to the airlines in the correct format. • Upgrades using certificates as available from the organization, when possible.

Service	Requirement
	<ul style="list-style-type: none"> • VIP or other special services offered by preferred suppliers when available. • Meet and greet services at all major airports, as requested. • Companion reservations and ticketing. • Assistance with frequent flyer award redemption. • Upgrade management – receive, log, store and use all organizational airline upgrades and report on cost avoidance. • Support risk management policy with respect to number of staff members traveling together.
Groups and Meeting (Optional Services UN Agencies may use)	<p>Provide meeting and group services as per mutually agreed terms and pricing included but not limited to the following work requirements:</p> <ul style="list-style-type: none"> • Manage air blocks. • Ground Transportation Assistance. • Provide registration and management software. • Group reporting (Arrival and departure lists, cost analysis, etc.). In special services and if required, offer the participants of conference or meeting that take place in Panama, support in their travel needs, such as: Flight reconfirmations, itinerary changes, flight changes, ticket delivery, internal tours, etc. • Support risk management policy with respect to number of employees traveling together.
Relocation	<p>Provide reservation services in support of employee relocation activities.</p>
Passport and Visa (Optional services UN Agencies may use)	<ul style="list-style-type: none"> • Notify travelers of all passport and visa requirements. • Administer services for travelers with the designated passport and visa processors where applicable. • Ensure a seamless integration of visa arrangement services with other travel related procedures (e.g. identification and information of travelers about visa requirements based on ticket booking procedures). • Provide comprehensive information on visa related procedures, delays and requirements for travelers. • Identify visa requirements and inform travelers by email at time of original booking within the same day if the booking was made in the morning and the following morning if the booking was made after 2 pm. • Verify validity and completeness of all visa applications including validating the name of the certifying officer. An initial verification of completeness should be made by onsite' travel counsellors upon reception of the applications. • Ensure prompt delivery of the visa applications to the Embassy/Consulate within one working day upon receipt for urgent cases and two (2) working days for routine requests. • Ensure prompt collection from the embassy/consulate of the travel documents. The travel documents shall be collected on the day the visa is delivered by the embassy/consulate.

Service	Requirement
	<ul style="list-style-type: none"> • Liaise whenever necessary with UNS AGENCY staff responsible for processing and handling travel documents and authorizations.
Emergency travel assistance	<ul style="list-style-type: none"> • Conduct Passenger Name Record (PNR) searches and travelers' notification within one (1) hour after emergency case (i.e. hijackings, bombings, and natural disasters) as directed by the UNS Agency. • Provide 24/7 emergency airline, rail, car, hotel and ground travel assistance for staff members and travelers as needed. • Apply all services as described in the Statement of Work. • Ensure capability to track, at any time, traveler's locations and bookings. In emergency situation, the vendor will provide a comprehensive list of passenger's locations and booking within 2 hours. • Travel Agency shall assign one or several members of its personnel that can be contacted to provide travel services in emergency cases, outside office hours, weekends, holidays or while the travel agency offices are closed, to that effect the travel agencies shall provide their home address, and have the communication media accessible 24 hours a day for emergencies (telephone line, cellular or pager). This information shall be updated regularly. • Only book travel authorized by the organization. • Provide after-hours contacts on all relevant communication supports.

b. Account Management

Service	Requirement
Implants/Outplants	<ul style="list-style-type: none"> • Travel counselors servicing UNS Agencies should have a minimum of five (5) years corporate travel experience as an agent with at least three (2) years' experience booking complex international reservations air reservations. International Fares Specialist – Minimum 5 years of specialized experience in international fares construction including complex international routings. • All travel counselors involved in booking reservations must be fully trained and qualified on specifics by UN entity requirements, including comprehension of the Travel Policies and procedures. • Performance monitored monthly to ensure productivity standards are met. • Provide each UNS Agency with a list of names, addresses, telephone numbers and other contact information of all key personnel, ensuring direct access via phone and email and bear all costs for telephone calls, and internet connections to service the UN and UN Travelers. • Travel Agent shall submit, for review and validation, résumés for all newly hired dedicated staff working. UNDP has the right to request the replacement of any employee for a reasonable cause. • The Travel Agent shall have staff fluent in both oral and written English and Spanish to assist UNS Agency staff and travelers in dealing with third parties.

Service	Requirement
	<p>Implants: The Main Travel Agency will install four (4) authorized implants. These implants shall be for the exclusive use of the UNS Agencies, its projects and/or other UNS Agencies. They shall be physically located as follows:</p> <ul style="list-style-type: none"> • UN HOUSE: 2 Implants located at Clayton, City of Knowledge, Bldg. 128. • UN ENVIRONMENT: 1 Implant, located at Clayton, City of Knowledge, Bldg. 103. • UNFPA: 1 Implant, located at Clayton, City of Knowledge, Bldg. 178. <p>All other UNS Agencies, shall use the service of the Main Office or available implants.</p> <p>Implants shall have all necessary equipment, legal authorizations to comply with the responsibilities that correspond according to the terms of the contract. Also it shall have terminals and connectivity with a reservation system, airline ticket printer, vault, etc., and any another technological media that the company considers necessary to provide the service.</p> <p>Travel Agency shall be in capacity of removing or installing additional implants if necessary.</p> <p>Implants will have all necessary equipment and in their workspace that includes as a minimum:</p> <ol style="list-style-type: none"> At least one reservation system used by the major airline service providers (SABRE and/or AMADEUS), in order to be able to provide information at the moment it is required. A computer, with Internet connection ISDN and printer/scanner; equipment that shall be used by implant. An e-mail service and e-mail addresses, one for <u>each implant</u>, to facilitate communications between the travel agency and the UNS Agency <p>Facilities offered by UNS Agencies:</p> <p>Infrastructure, furniture and equipment: UNS Agency will provide: workspace, one desk, one office chair and a telephone connection.</p> <p>Also, the following services will be provided without cost: electricity, water, telephone connection with two direct lines, one for phone and another for fax (local calls only), internet access, internal messenger service, office cleaning, fumigation and access to a photocopier.</p>
Account Management	<ul style="list-style-type: none"> • Provide Account Management Team to support the Travel Program. • Request one management point of contact with operational ownership.

Service	Requirement
	<ul style="list-style-type: none"> • Inform regularly on travel industry highlights and provide expertise on travel issues, including up-to-date information on governmental and airline regulations. • Provide upon request relevant industry benchmarks in the area of travel management including airfare market trends. • Provide strategic guidance and support to optimize UNDP travel management, including but not be limited to: <ul style="list-style-type: none"> - Travel processes and travel management structure optimization; - Cost saving initiatives. • Airline negotiation process optimization.
Added Value Services (Optional services UN Agencies may use)	<ul style="list-style-type: none"> • Provide at mutually agreed prices value added services including but not limited to Assist Special Needs Travelers • Meet and Greet Services. • Non-ARC Bookings. • Trip Insurance.
Customer Service	<ul style="list-style-type: none"> • Provide a customer response center that provides problem resolution for travelers. • Ensure written acknowledgment and record in GDS within 24 hours. • Track, analyze, and report issues, errors (including source) and process improvements. • Provide assistance to track feedback from travelers/arrangers. • Provide path of escalation for dissatisfied travelers. • Ensure written acknowledgment and record in customer service tracking system within 24 hours of receipt. • Ensure response to UNS AGENCY or its travelers and endeavor to reach final resolution, subject to cooperation of any third parties involved (e.g. airlines etc...) within ten (10) days after written acknowledgement. • Provide response explaining the causes of the problem, as well as the actions that have been taken or will be undertaken to prevent recurrence of the problem.
Emergency situations – security alert in close cooperation with the Organization.	<p>Prepare, support, publish and maintain information to quickly identify employees who:</p> <ul style="list-style-type: none"> • May be in high risk security locations. • Have travel booked to high risk destinations. • Identify impacted travelers and alert them of situation offering to re-protect on alternative flights. • Provide expedited call handling for senior officials (call prioritization). • Provide all UNS Agency a list with name and telephone number of the focal point (s) who are available to assist on weekends and holidays to provide or assist with services, if needed in an emergency. • Upon request, when possible, vendor will support, providing daily reports indicating the location of all Organization travelers

Service	Requirement
Changes in service	All major changes in service or configuration must be mutually agreed by the Organization and the TMC with no less than 60 days lead time for the change to take effect.
Lines of communication	<ul style="list-style-type: none"> • All communications to senior officers must be routed through the travel focal point. • Assure that traveler information will always remain confidential

c. Finance

Service	Requirement
Asset recovery and measurement	<ul style="list-style-type: none"> • Qualifying of unused electronic tickets for refund/void/future exchange where applicable. • Process refunds of all fully/partially unused tickets within 48 hours following reception of request or notification. • If the refund cannot be obtained directly by the Travel Agency, advise in writing within 5 working days, that the refund application will be processed by a third party. • Verify residual value of partially used tickets refunded by carriers. Any difference between the original calculation and the actual refund shall be justified by the Travel Agent calculation. • Advise UNS within five (5) working days about possible penalty charges of cancelled Travel Requests (TR). • For unused tickets issue credit note for outstanding refunds within 30 days for automatic refund procedures. For specific airlines or cases whereby a refund application has to be submitted to the airline independently then the refund timing shall depend on the timescales imposed by the carrier. In such instances the vendor will monitor the application and keep UNS briefed regularly. • Inform UNDP on a monthly basis of unused flight segments of outstanding refunds identified Claim and process the refund accordingly. • Absorb all cancellation charges or penalties for which the Contractor is responsible. • Obtain justification from airlines for rejected refunds. • Void and/or reissue tickets whenever possible instead of refunding. • Maintain a log of all pending refund requests and ensure the follow-up on a monthly basis or as otherwise agreed with UNS. • Offer use of tickets on file or voucher exchange to avoid loss of ticket value. • Maintain active log of unused tickets (received via electronic tickets or hard copy tickets returned) and ensure the follow-up on a monthly basis or as otherwise agreed with UNS AGENCY. • Manage unused ticket bank to maximize asset recovery.
Transparency of fares	<ul style="list-style-type: none"> • All net fares offered to the Organization will be transparent of any markup and remain true net fares. • UNS will provide ITBMS tax exemption letter to selected vendors.

Service	Requirement
Audits	<ul style="list-style-type: none"> Periodic audits of vendor's Organizational related accounts must be available to determine compliance with revenue return requirements. Audits may be conducted once per annum and at travel agency's cost.
Exit Conditions	<ul style="list-style-type: none"> The vendor will use all efforts to cooperate fully in assuring UNDP and its travelers with a continued and uninterrupted service until the contract expiry or termination date. The vendor will not reassign dedicated employees before the contract expiry or termination date in order to ensure an orderly transition with no adverse impact on service levels required by the UN and its travelers. Subject to personal data protection requirements, and at no cost to the UNS, other than costs imposed by third parties (such costs requiring advance notice to and approval by UNS, the vendor will transfer and provide access to UNS and/or its designated successor travel management company the travel data including passenger name records (PNRs) and profiles in the most appropriate manner. Unless agreed otherwise by UNDP, the vendor will not ticket for travel booked after contract expiration. The vendor will not impose on the UNS or the successor Travel Management Company, any special or additional fees or costs involved in or related to the transfer of services, including, but not limited to, equipment de-installation, severance for employees, leasehold obligations, data transfer or handoff, management time cooperating with the new travel company, or other time related to the orderly transfer of business to the new travel management company. The vendor will use all efforts to cooperate fully in assuring UNS and its travelers with a continued and uninterrupted service until the contract expiry or termination date, including doing all the efforts to work with UN Secretariat agencies that work in UMOJA/SAP administrative system.

d. Reporting

Service	Requirement
Transaction fee reconciliation	<ul style="list-style-type: none"> Provide detailed monthly air reconciliation reports with specific fees, commissions, and credits identified.
Reporting and Back Office Processing	<ul style="list-style-type: none"> Create and update travelers' profiles for frequent travelers and verify the information with the traveler at the time each new booking is initiated. Provide "Monthly Income and Expenditures Report" of all travel operations to UNS. Such report shall be submitted to UNDP no later than two (2) weeks following the end of the period to which the statement relates. Provide UNS with a concise "Management Information Reporting" which shall be submitted to UNDP on a quarterly basis. This report, among others, should

Service	Requirement
	<p>identify problems, if any, and recommend solutions. Suggestions to enhance travel management services should be included.</p> <ul style="list-style-type: none"> • Provide “Annual Income and Expenditure Report” of all official sales activities with the UNDP. • Invoices for each transaction shall be retained during the agreement period with a maximum period of two (2) years. The Travel Agent shall provide the UNS access to these documents. • Provide, at UNS request employee performance and training reviews of employees who are assigned to the UNSaccount.

3.8 Travel Policies

Service	Requirement
Travel Policy	<ol style="list-style-type: none"> Contractor will comply with all aspects of the UN’s travel policy (https://popp.undp.org/SitePages/POPPChapter.aspx?TermID=4cecfbf6-ce1c-482d-842b-0f1d5f872eb4) and as advised by each organization (each organization has variants of this policy) or as revised periodically by the UN organizations. The UNDP travel policies embody the following basic principles, which, however, are subject to subsequent revision. Where available, use of the lowest applicable fare (including penalty fares) is the preference; Full economy fares may be used if no appropriate reduced fares are available; Business class travel or equivalent may be applicable in limited situations; where travel time is nine hours or more; Travel regulations prohibit first-class travel except for a few specific categories (with explicit authorization from Department of Management in NY for Secretariat Agencies); The Contractor must be knowledgeable of and accepts to propose special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares which entail restrictive conditions (such as penalties or

Service	Requirement
	<p>stay-overs), however, shall only be booked with the express approval of authorized Agency personnel.</p> <p>vii. The Contractor shall, where appropriate, attempt to obtain free business class and first class upgrades for UNS travelers. Any upgrades should be used for the cost-savings purposes;</p> <p>viii. The Contractor will provide travel services during the working hours of the United Nations Development Programme, which is from 8:00 am to 17:00 p.m. In addition, the Contractor must be able to respond to emergency requests the UNS Agency outside working hours, including weekends and official holidays;</p> <p>ix. The official travel requirements shall be accorded the highest priority and, therefore, the Contractor shall ensure that servicing private travel does not delay, impede or frustrate the Service Providers timely and effective processing of the UNS official travel;</p> <p>x. Much of the official travel must be organized on short notice, thereby placing a premium on efficiency and rapid communication in handling all travel related matters. In carrying out its diverse worldwide operations, the UNS Agency need not only to arrange for travel of its Panama based staff, but also for the travel of new staff, participants in meetings, and research fellows from other parts of the world;</p> <p>xi. The Contractor shall make reservations, issue and deliver tickets for all commercial modes of transportations, i.e., air, rail, bus and steamship. Air passenger tickets shall be issued only on the approved ticket stock of the International Air Transportation Association ("IATA") or tickets stock of recognized, reputable airlines as approved by the UN Agencies;</p>

Service	Requirement
	<p>xii. The Contractor shall only accept and act on travel authorizations for official travel issued by the responsible Managers of the UNS Agency, or other delegated authorities, as shall be notified in due course;</p> <p>xiii. The Contractor shall be given complete copies of the various UNS Agency's travel policies and procedures, and shall be fully familiar and comply with these policies and procedures for all official Travel;</p> <p>xiv. The Contractor shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight, train, bus or steamship schedules prior to or during the traveler's official trip. When necessary, tickets and billing shall be modified or issued to reflect these changes;</p> <p>xv. The Contractor shall provide an information service to notify the UNS Agency and the traveler of such events as airport closings, cancelled or delayed flights, trains, buses or sea voyages and strike situations as well as of local political or safety conditions which may affect travel to any particular destination;</p> <p>xvi. The Contractor shall provide all travelers with the reservation, ticketing and information services, which the travel industry normally accords corporate travelers. The Contractor shall provide for 24 hours a day emergency services, as well as for services over weekends where emergency travel service is required. One of the Service Provider's employees shall always be reachable by phone. The contact phone number will be given on an answering machine;</p> <p>xvii. The Contractor shall provide all official travelers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the Contractor can propose these services. The Contractor is</p>

Service	Requirement
	expected to expand these services, as they become available on additional carriers.
Training	The travel agency should train UNS personnel about existing ticket classes, the applicable restrictions of each and any other information that eases the good communication and service.
Complaints and Disputes	<p>(a) The Contractor shall provide a good faith effort to resolve disputes and misunderstandings in favor of the UNDP travelers. Within twenty four (24) hours the Contractor shall provide a written acknowledgement.</p> <p>(b) The Contractor shall respond to all complaints by investigating and explaining in writing, their underlying cause as well as detail specific steps that have been taken or will be undertaken to prevent recurrence of the problem. Within ten (10) days disputes and misunderstanding shall be resolved.</p> <p>(c) Copies of all complaints received and the Contractor's written responses shall be provided to the designated focal point of UNDP.</p>
Private Travel	<p>(a) The Contractor shall provide the UNS Agency staff any information on local and non-local travel, including lodging, resorts and clubs available in the country for private travel, with all related services. The Contractor shall provide international vacation travel arrangement travel for all well-known tour operators, as well as its own products in the leisure market, including flight, only arrangements at bulk prices. Its personnel shall be trained to handle such private travel arrangements. However, the Contractor shall always give priority to handling official travel over any private travel.</p> <p>(b) The cost of any private arrangement shall be to the individual's accounts. UNDP will not be liable for any costs or losses in claimed by the Contractor for any private travel arrangement.</p> <p>(c) The Contractor notes that UNS Agency does not guarantee the contractor any minimum level of private travel, or exclusivity in handling such private travel.</p> <p>(d) The Contractor shall ensure that arranging personal travel do not interfere with arranging official travel.</p>

SAMPLE TEMPLATE IN EXCEL FOR SALES REPORT:

1	SALES REPORT														
2	Unique Record Identifier	Account Number	Invoice Date	Invoice Number	Billed Currency	Billed Amount	Trip Number	Personnel Number	Passenger First Name	Passenger Last Name	Itinerary	Ticket Number	Departure Date	PNR Number	Payment Due Date
3	100011597	1110045132	10/17/2017	0299-39537	USD	0.00	398590	88040743	JUAN	PEREZ	SAL/PTY/SAL	1342478392193	17/10/17	VKBMEL	12/23/2017
4	100011598	1110045132	10/17/2017	0299-39537	USD	0.00	398590	88040743	JUAN	PEREZ	SAL/PTY/SAL	1342478392193	17/10/17	VKBMEL	12/23/2017
5															
6															

3.9 Performance Standards and Service Level Guarantees (KPI's)

Selected contractors shall perform its services and deliver its products in accordance with the herein prescribed

#	Product/Service	Performance Attribute	Definition	Standard/Service Level
1.	Airline Reservation	Agency Accuracy	Ability to perform task completely and without error.	<u>Zero-Error</u> in passenger records/ airline bookings, fare computation and routing
		Speed and Efficiency	Ability to delivery product or service promptly and with the minimum use of resources.	a. For confirmed bookings via itinerary within <u>four</u> hours from time of request b. For wait listed bookings via regular updates on a daily basis
2.	Airline tickets	Agent Accuracy	Ability to perform task completely and without error.	<u>Zero-Error</u> in the electronic or printed ticket/ aborted travel due to incomplete travel documents
		Timeliness of delivery	Ability to deliver product or service on or before promised date	<u>At least 1 working day</u> before departure date
3.	Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/ nationalities	<u>Zero-incidence</u> of complaints/ aborted travel due to incomplete travel documents
		Clarity	Ability to delivery product or service on or before promised date	<u>5 working days</u> before departure
4.	Billing	Accuracy	Ability to generate billing statements without errors for each UN Agency	<u>Zero-Error</u> or no discrepancy between invoices and attachments
		Clarity	Ability to generate bills that are transparent or easy to understand	<u>Zero>Returns</u> for clarification/ explanation from the UN side
5.	Rates/Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards
		Company concern about	Ability to quote competitive fares	At levels same or lower than airline preferred

minimum performance standards set by the UN Agencies:

#	Product/Service	Performance Attribute	Definition	Standard/Service Level
		fares		rates. Guarantee that <u>one quotation is the lowest obtainable fare.</u>
		Good value indicated by price	Competitiveness of fares quoted vs. restrictions or lack/absence thereof.	At the same terms or better than quoted by airlines
		Willingness to negotiate preferred rates and concessions with airlines with assistance from UN	Voluntarily offering to represent UN in dealings with airlines	Semi-annual meetings to obtain competitive rates in the market and preferable fare conditions (i.e. ticketing deadlines, etc.)
6.	Service Quality	Accessibility	Ability to access or approach travel agency	Telephone: 5 rings Emergency: 24 hours E-mail: available Website: available (desirable)
		Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meetings with UN Travel Oversight Committee and Agency Performance Reviews
			Willingness to go out of one's way to help the traveler	No. of personal travels booked with travel agents
7.	Problem Solving	Refunds	Ability to process and obtain refunds for cancelled tickets on a timely basis	<u>100% refund within three (3) months from date of cancellation</u>
		Complaint Handling	Ability to resolve complaints	Timelines: One week. Manner of Resolution: Satisfactory score
8.	Travel Consultants	Competence	Knowledge of destinations. Knowledge of airline practices, fare levels and shortest routes and connections. Knowledge of UN policies	Proficiency rating of not less than 75%
9.	Communications	Awareness Level of Travelers regarding Travel Agency Product and Services	Services and policies are communicated to travelers. Travelers are well	Frequency of communications: Monthly

#	Product/Service	Performance Attribute	Definition	Standard/Service Level
10.	Office Premises and Hours of Services	Readiness to do business	Sufficient manpower to commence business at the start of office hours; provision of skeletal workforce to answer calls during breaks	<p>The regular hours will be 08:00 to 17:00, from Monday to Friday, with one hour for lunch at noon. This will exclude national holidays observed by UNS in the country.</p> <p>There will be accomodation of calls during off-hours. <u>Zero complaints that no one was around to answer calls.</u></p>

Section 4: Bid Submission Form⁵

(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: UNITED NATIONS DEVELOPMENT PROGRAMME

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for **REFERENCE 10819 RSC 2017 – LONG TERM AGREEMENT FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR UN AGENCIES**, in accordance with your Invitation to Bid dated February 8, 2018. 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.

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

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

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

Bidder Information Form⁶

Date: 10/11/2017
ITB No.: 10819 RSC 2017

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 three (3) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
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		

⁶ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

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

Joint Venture Partner Information Form (if Registered)⁷

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

ITB No.: 10819 RSC 2017

Page _____ of _____ pages

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

⁷ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

13. JV's Party Authorized Representative Information

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

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

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

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

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

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

Section 6: Technical Bid Form⁸

10819 RSC 2017 – LONG TERM AGREEMENT FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR UN AGENCIES

Name of Bidding Organization / Firm:	[indicate]
Country of Registration:	[indicate]
Name of Contact Person for this Bid:	[indicate]
Address:	[indicate]
Phone / Fax:	[indicate]
Email:	[indicate]
IATA Accreditation	[indicate]
Travel Agency Licence (YES/NO)	[indicate]

Technical Mandatory Requirements

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

No.	Mandatory Requirements (Non-Discretionary "Pass/Fail" Criteria)	Your Responses		
		Yes, we comply	No, we cannot comply	Comments (Please provide a brief description)
	<u>Physical Presence in Panama City:</u> In its capacity as a travel agency formally established, it should have offices in Panama City and be duly authorized under the current laws and regulations of the Republic of Panama, as well as that of the international institutions (IATA, etc.) and national ones that regulate all issues related with this industry.	[indicate]	[indicate]	[indicate]
1	5 years of operation experience and registered as travel agent (with proof of notarial deed or copy of business registration), with minimum one office branch / affiliate in the	[indicate]	[indicate]	[indicate]

⁸ Technical Bids not submitted in this format may be rejected.

	country or worldwide, serving major UN destinations.			
2	Able to provide all mandatory services as per TOR (except for Optional Services) .	[indicate]	[indicate]	[indicate]
3	Accredited IATA (Billing Settlement Payment/ International Air Transportation Association) Travel Agent for 4 years (copy of IATA certification should be provided)	[indicate]	[indicate]	[indicate]
4	Maintains a good track record in serving international organizations, embassies and multinational corporations in the last 5 years.	[indicate]	[indicate]	[indicate]
5	Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their curriculum vitae (please refer to the TOR, item 9 and provide CVs of key personnel using Form on Section 6) .	[indicate]	[indicate]	[indicate]
6	<p>Financial Capacity: Offerors shall submit most recent audited financial report (profit and loss and balance sheet of the years 2015, 2016 or 2017, including the Auditors Letter, or alternatively, a credit report (example: Dun & Bradstreet or another similar).</p> <p>The Financial Statements that are presented should support the necessary financial capacity to execute the contract based on the following minimum indicators:</p> <ul style="list-style-type: none"> • Liquidity Ratio (Acid Test) equal or greater than 1.00; • Debt ratio equal or less than 0.7 	[indicate]	[indicate]	[indicate]

	In the event that a Credit Report from Dun & Bradstreet or other similar it should have an indicator of 3 (+) or less or its equivalent to demonstrate satisfactory financial capacity.			
7	Maintains facilities of GDS (Global Distr. System, i.e. Amadeus, Galileo, World Span, etc.).	[indicate]	[indicate]	[indicate]
8	Contractor shall have membership in global travel management associations and partnership arrangements.	[indicate]	[indicate]	[indicate]
9	Able to guarantee the delivery of products and services in accordance with the Key Performance Indicators (see section 3.9)	[indicate]	[indicate]	[indicate]
10	Contractor shall have minimum 3 positive letters of reference from international organizations (embassies, another UN Agency, or multinational corporations).	[indicate]	[indicate]	[indicate]
12	All Provisions of the UNDP General Terms and Conditions are accepted.	[indicate]	[indicate]	[indicate]

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc.

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

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

No.	Indicate number of years as service provider	Client	Contract Value	Type of Service	Contact References (name, phone, email)	Comments
1	[indicate]	[indicate]	[indicate]	[indicate]	[indicate]	[indicate]
2	[indicate]	[indicate]	[indicate]	[indicate]	[indicate]	[indicate]
3	[indicate]	[indicate]	[indicate]	[indicate]	[indicate]	[indicate]
4	[indicate]	[indicate]	[indicate]	[indicate]	[indicate]	[indicate]
5	[indicate]	[indicate]	[indicate]	[indicate]	[indicate]	[indicate]

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

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

2.3. Volume of sales (annual international air tickets turnover in 2015, 2016, 2017): Provide information about the annual volume of air tickets sold in 2015, 2016, 2017.

2.4. Quantity of air tickets sold annually in 2015, 2016, 2017: Provide information about the annual quantity of air tickets sold in 2015, 2016, 2017.

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

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

SECTION 3: PERSONNEL

3.1. Qualification & Professional Experience of personnel

Provide an organization chart describing the relationship of key positions and designations. Provide the CVs for of proposed personnel in the format given below. CVs should demonstrate qualifications in travel management services. Provide copies of relevant certificates, accreditations, awards and citations received by the proposed staff members. UNDP might conduct interviews of the selected service provider's proposed key personnel, before initiating the contract.

Name:	[indicate]	
Position for this Contract:	[indicate]	
Nationality:	[indicate]	
Contact information:	[indicate]	
Educational and other Qualifications:	[indicate]	
Describe your general experience in managing key accounts	[indicate]	
Educational and other Qualifications:	[indicate]	
Language Skills: Indicate if you are fluent in English and Spanish (YES/NO)	[indicate]	
Describe your experience in customer service for travelers, teamwork and communication skills	[indicate]	
Describe your knowledge in airline reservation systems	[indicate]	
Summary of Experience:		
Relevant Experience (From most recent):		
Period: From – To (PLEASE INDICATE MONTH AND YEAR)	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>	[indicate]	[indicate]
<i>Etc.</i>	[indicate]	[indicate]
<i>Etc.</i>	[indicate]	[indicate]
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration: 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 Form⁹

- i. Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.
- ii. All fees/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 25 of the UNDP General Conditions for contract.
- iii. Please provide your transaction fixed fee as per the information provided in excel sheet which is attached here, separately in Annex I.
- iv. The transaction fee shall cover all profits, overheads, and all associated costs for the ticket passing any and all discounts given to the contractor by the airline carriers to the UNS Agencies.
- v. Contractor shall handle all UN billing from its office, and all invoices shall be submitted as described in Section 3 (ToRs), separately, to each UNS Agency.
- vi. If a ticket is issued in conjunction with an international ticket (connecting flight), only one management fee will be charged on the ticket.
- vii. The price schedule must provide a detailed cost breakdown of other expenses and related services to be provided. Separate figures must be provided for each functional grouping category, if any.

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

A. **Cost Breakdown per Deliverable Items***

Description		(A) Estimated Quantity of Tickets in 3 years**	(B) Unit Price*	C=(AxB) TOTAL
1	Management Fee for international travel ticket issuance <u>with</u> implants	14,000	[indicate]	[indicate]
2	Management Fee for international ticket issuance <u>without</u> implants	5,800	[indicate]	[indicate]
3	Management Fee for domestic travel ticket issuance <u>with</u> implants	120	[indicate]	[indicate]
4	Management Fee for domestic travel ticket issuance <u>without</u> implants	80	[indicate]	[indicate]
5	Price per ticket reimbursement	100	[indicate]	[indicate]
6	Price for re-issuing ticket	100	[indicate]	[indicate]
GRAND TOTAL				

* This shall be the basis of payment tranches

**Estimated quantity of tickets. Should not be interpreted as a financial commitment or promise of future demand.

LEGAL REPRESENTATIVE SIGNATURE: _____

COMPANY NAME _____

Additionally, bidders are requested to quote any other applicable service, indicating a description and applicable prices:

OTHER EXPENSES

Description		Unit Price
1.	Other Services: (please specify)	[indicate]

ALTERNATIVE OFFER TEMPLATE (OPTIONAL)

Description		(A) Estimated Quantity of Tickets**	(B) Unit Price	C=(AxB) TOTAL
ALTERNATIVE OFFER	Management Fee for international travel ticket issuance <u>without</u> implants	19,800	[indicate]	[indicate]
	Management Fee for domestic travel ticket issuance <u>without</u> implants	200	[indicate]	[indicate]
	Price per ticket reimbursement	100	[indicate]	
	Price for re-issuing ticket	100	[indicate]	
GRAND TOTAL OF ALTERNATIVE OFFER				

****Estimated quantity of tickets. Should not be interpreted as a financial commitment or promise of future demand.**

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 10819 RSC 2017 – LONG TERM AGREEMENT FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR UN AGENCIES (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 SECURITY¹⁰ (NOT APPLICABLE)

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

¹⁰ 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 Guarantee¹¹ (NOT APPLICABLE)

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

_____ [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])¹² 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.

¹¹ 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.

¹² 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: Long Term Agreement Model Contract for Goods and/or Services and General Terms and Conditions

United Nations Development Programme



Empowered lives.
Resilient nations.

Model Contract for Goods and/or Services Between the United Nations Development Programme and [insert name of the Contractor]

1. Country Where Goods Will be Delivered and/or Services Will be Provided:	
2. UNDP <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> indicate as appropriate	
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: <input type="checkbox"/> insert currency and amount in figures and words	
9a. Advance Payment: <input type="checkbox"/> insert currency and amount in figures and words or indicate “not applicable”	
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> below US\$50,000 (Goods <i>or</i> Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods <i>and/or</i> Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. Contractor’s Name: Address: Country of incorporation: Website:	

<p>13. Contractor's Contact Person's Name: Title: Address: Telephone number: Fax: Email:</p>
<p>14. UNDP Contact Person's Name: Title: Address: Telephone number: Fax: Email:</p>
<p>15. Contractor's Bank Account to which payments will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:</p>

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [delete if not applicable].
3. [UNDP General Terms and Conditions for Contracts]
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].
5. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
6. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized

representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



Empowered lives.
Resilient nations.

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by

the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

- 8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,
- 8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.
- 8.5** Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
- 8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
- 8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.
- 8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- 8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.
- 8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 8.6** Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 8.7** The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:
- 8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;
- 8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or

replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) 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; and

(ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 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 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract

(including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the

correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor’s warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor’s warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a

reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

- 11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,
- 11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,
- 11.7.3 replace the Goods with Goods of equal or better quality; *and*,
- 11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

- 12.1** The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
- 12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,
- 12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 12.2** The indemnity set forth in Article 12.1.1, above, shall not apply to:
- 12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*
- 12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.
- 12.3** In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 12.4** UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be

necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

- 13.5** Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

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- 13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
- 13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;
- 13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
- 13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

- 13.6** The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

- 13.7** Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

- 13.8** The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

- 14. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

16.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

16.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 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 UNDP, shall be made available for use or inspection by 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.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR

THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

18.1 The Recipient shall:

18.1.1 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*,

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

18.2 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 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser's prior written consent; *and*,

18.2.2 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:

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

18.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 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 UNDP sufficient prior notice of *a* request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20,

“Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 “Settlement of Disputes,” below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

- 20.3** In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:
- 20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;
 - 20.3.7 complete performance of the work not terminated; *and*,
 - 20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.
- 20.4** In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.
- 20.5** UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
 - 20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
 - 20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
 - 20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or nonlegal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 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 23.1, 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. 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") and Article 34 ("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.

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

25. TAX EXEMPTION:

25.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

- 27.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of 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.
- 27.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract 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.
- 27.3** The Contractor shall provide its full and timely cooperation with any such inspections, postpayment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. 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.
- 27.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

- 28.1** Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 28.2** The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately

upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

- 31.1** The UN Supplier Code of Conduct;
- 31.2** UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");
- 31.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
- 31.4** UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;
- 31.5** UNDP Vendor Sanctions Policy; and
- 31.6** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

- 34. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. SEXUAL EXPLOITATION:

- 35.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

36. The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

- 36.1** 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.

37. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.