



INVITATION TO BID

EVENT ID. BBITB52927

**Long Term Agreement (LTA) for Provision of Travel Management
Services (TMS) for the United Nations (UN) System
Barbados and the OECS**



United Nations Development Programme

October, 2018

Section 1. Letter of Invitation

Barbados
October 1, 2018

Provision of Travel Management Services (TMS) for the United Nations (UN) System

Dear Sir/Madam:

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

UNDP Barbados and The OECS, on behalf of the Participating United Nations System Agencies is issuing this tender document for the purpose of concluding a Long Term Agreements (LTAs) with successful Proposers (up to a maximum of two (2) for a period of one (1) year with the possibility to renew thereafter, for a maximum of an additional two (2) years, subject to satisfactory contract performance.

Other UN Agencies may decide to piggyback on the contract(s) established; where a separate contract might be required, it is to be issued by the relevant UN Agency directly.

It is anticipated that the total value of the given LTA(s) will be approximately USD\$2.5 million per annum.

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 or travel authorization requests and the General Conditions and Terms of the Contract will be in force.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Bid Security *[NOT APPLICABLE, PLEASE DISREGARD]*
- Section 9 – Form for Performance Security *[NOT APPLICABLE, PLEASE DISREGARD]*
- Section 10 – Form for Advanced Payment Guarantee *[NOT APPLICABLE, PLEASE DISREGARD]*
- Section 11 – Contract to be Signed, including General Terms and Conditions

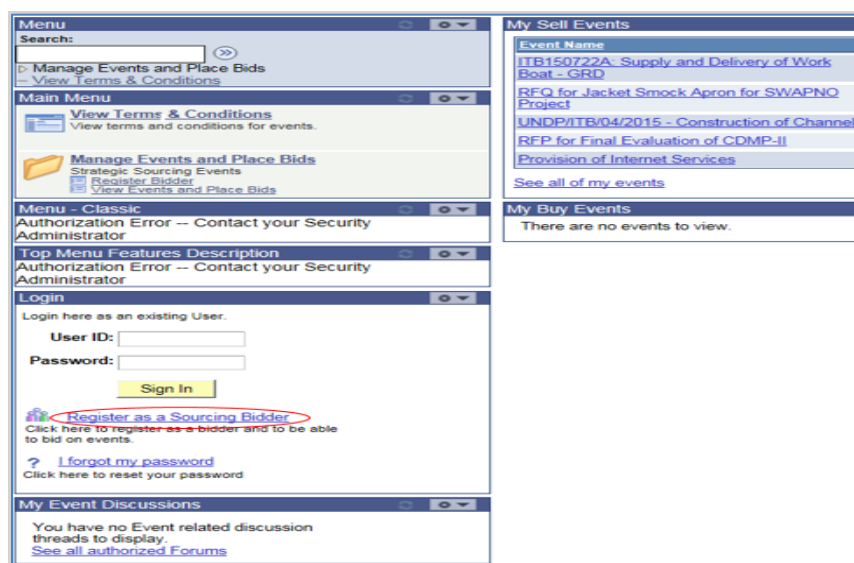
This procurement process is conducted through the [UNDP eTendering online system](#) (interested applicants must register in the system in order to access the additional documents). Detailed instruction on how to register as a first-time user, how to submit and manage bids, as well as the complete User guide for bidders, and FAQ document for bidders, can be found at the link below: -

UNDP Procurement Resources for Bidders

[UNDP Procurement Resources for Bidders](#)

First-time registrants can also use the following details to login and create access:

- i. URL: <https://etendering.partneragencies.org>
Username: **event.guest**
Password: **why2change** (DO NOT change this password)
- ii. Click on “Register as Sourcing Bidder” – see screenshot below:



If you have already registered in the system before, log in using your username and password. If you do not remember your password, use “Forgot Password” link or contact UNDP for support. Do not register as a new bidder. Once you have completed registration and are signed in, search for the Event ID indicated on page 1 above.

Please note:

1. It is strongly recommended that you create your username with two parts, i.e. your first name and last name separated by ‘.’ (e.g. john.smith).
2. The registration page enables you to create a user ID. The system will generate a temporary password that will be sent to the email address provided by you during registration process. Ensure that the email address you provide is correct as your login password will be sent there. If you do not receive an email within an hour, please check your junk mail.
3. When creating your new password, it should meet the following criteria –
 - Minimum 8 characters long
 - At least one UPPERCASE LETTER
 - At least one lowercase letter
 - At least one number

Before attempting to login with your temporary credentials, it is recommended that you clear your browser history (see links below for instructions): -

- [Clearing browser history in Internet Explorer](#)
- [Clearing browser history in Chrome](#)
- [Clearing browser history in Mozilla Firefox](#)

Deadline of submission is indicated in the online system. Any extensions or other amendments to the solicitation documents will be posted in the eTendering system. Bidders **must** click on “Accept invitation” button to receive automatic notifications if such amendments occur, and to be logged as having posted a bid.

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

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

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

Yours sincerely,

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/transparencypdocs/UNDP_Anti_Fraud_Policy_English_FINAL_June_2011.pdf and <http://www.undp.org/content/undp/en/home/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://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

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

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

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted

by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

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

C. PREPARATION OF BID

12. Cost

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

13. Language

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

14. Bid Submission Form

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

15. Technical Bid Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS No. 29 and 30).

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

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
 - b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
 - c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault

of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

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

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

16. Price Schedule

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

17. Currencies

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

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

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

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

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

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

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

Where a joint venture is presenting its track record and experience in a similar undertaking as those

required in the ITB, it should present such information in the following manner:

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

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

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

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

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

D. SUBMISSION AND OPENING OF BID

23. Submission

- 23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in**

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

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

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

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

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

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

24. Deadline for Submission of Bid and Late Bids

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

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

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that

material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

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

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

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

E. EVALUATION OF BID

28. Preliminary Examination of Bid

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

29. Evaluation of Bid

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

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

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

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

30. Clarification of Bid

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

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or

permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

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

31. Responsiveness of Bid

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

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

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

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

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

F. AWARD OF CONTRACT

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

- 33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

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

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/content/undp/en/home/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:	00044135 – Organizational Effectiveness
2		Title of Goods/Services/Work Required:	BRBITB52927 - Provision of Travel Management Services
3		Country:	Barbados and the OECS
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<p><input type="checkbox"/> Allowed <i>[if yes, describe how, and ensure that requirements properly define the sub-parts]</i></p> <p><input checked="" type="checkbox"/> Not allowed. UNDP intends to award a contract to up to 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.</p>
6	C.20	Conditions for Submitting Alternative Bid	<p><input checked="" type="checkbox"/> Shall not be considered</p> <p><input type="checkbox"/> Shall be considered. A Bidder may submit an alternative Bid, <u>but only if it</u> also submits a Bid that meets the base case (i.e., what is originally required by UNDP in this ITB). UNDP shall only consider the alternative bid offered by the Bidder whose Bid for the base case was determined to be a responsive Bid that offers the lowest price.</p>

7	C.22	A pre-Bid conference will be held on:	<p>Time: 10:00am (EST time) Date: October 10, 2018 Venue: <u>UN House, Marine Gardens, Hastings, Barbados; Bidders may participate by Skype for Business. If participating via Skype, please register by writing to procurement.bb@undp.org no later than COB October 8th (EST time).</u></p> <p>The UNDP focal point for the arrangement is: Procurement Unit Address: UN House Marine Gardens, Hastings, Barbados Telephone: +1-246-467-6008 Facsimile: _____ E-mail: procurement.bb@undp.org</p>
8	C.21.1	Period of Bid Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Bid Security	<input checked="" type="checkbox"/> Not Required
11	B.9.5 C.15.4 a)	Validity of Bid Security	<input checked="" type="checkbox"/> Not Required
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of ____% of contract <input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed / Not Applicable <input type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: _____ Max. no. of days of delay: _____ Next course of action: _____
14	F.37	Performance Security	<input type="checkbox"/> Required <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/	Clarifications will be provided on rolling basis and last request for questions/clarifications should be

		questions	submitted to UNDP COB October 19th 2018 . All responses provided by UNDP will be also posted on the UNDP eTendering Online System
17	B.10.1	Contact Details for submitting clarifications/questions ¹	E-mail address dedicated for this purpose: procurement.bb@undp.org <input checked="" type="checkbox"/> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Uploaded in the system. Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system.
19	D.23.3	No. of copies of Bid that must be submitted	Only one proposal to be submitted in the system unless alternate proposals are allowed.
20	D.23.1 b) D.23.2 D.24	Bid submission address	<input checked="" type="checkbox"/> Online: https://etendering.partneragencies.org
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone). PLEASE NOTE:- 1. Date and time visible on the main screen of event (on eTendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

			<p>submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</p> <p>2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</p>
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Format: PDF files only <input checked="" type="checkbox"/> Max. File Size per transmission: <i>8MB</i> <input checked="" type="checkbox"/> Files names must be maximum 60 characters long and must not contain special characters <input checked="" type="checkbox"/> No. of copies to be transmitted: <i>One (1) Copy</i> <input checked="" type="checkbox"/> Other conditions: <i>All files must be free of viruses and not corrupted</i>
24	D.23.1 c)	Date, time and venue for opening of Bid	<p>Date and Time: November 5, 2018 9:00 AM (EST Time) Venue: N/A</p> <p>In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.</p>
25		Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid <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. Emailed bids sent just before the deadline may arrive after the deadline and be rejected. Therefore, make sure to submit your bids beforehand.</p>

			<ul style="list-style-type: none"> - Bids not submitted to correct physical or electronic address. - Bid is not signed as per the instructions in the ITB. - Not all sufficient documents have been provided. - Documents provided are not in English. - Documents provided do not directly address each point of the evaluation criteria. - Bid not specifically addressing the evaluation criteria of the ITB and Technical Specifications. - Bid does not offer services which have been specifically requested in the Technical Specifications. - Failure to enclose the Bids Submission Form (see Section 4: Bid Submission Form). - The Bidder failed to consult the UNDP procurement website before the deadline for bid submission and did not see the changes to the ITB listed there which need to be incorporated in the bid. - The Bidder declines or proposes a major deviation to UNDP General Conditions of Contract (see Section 11: Contract). Bids contain viruses and/or corrupted files. - The Bidders should ensure that submitted bids DO NOT contain viruses and/or corrupted files. Such bids will be rejected. <p>The above examples illustrate some errors which may be made by Bidders. This is a partial list. The bidding documents contain additional instructions which should be followed carefully.</p>
26	C.15.1	<p>Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)</p> <p><i>[check all that apply, delete those that will not be required.]</i></p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured; <input checked="" type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation; <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation; <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations,

			<p>or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder;</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;</p> <p><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country;</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three years (2015, 2016, 2017);</p> <p><input checked="" type="checkbox"/> Self-statement of Satisfactory Performance of the top three (3) Clients in terms of Contract Value the past five (5) years;</p> <p><input checked="" type="checkbox"/> List of major corporate clients highlighting similar contracts for client of comparable business nature and size as UN/UNDP, contract details and estimated value;</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p> <p><input checked="" type="checkbox"/> In case of Joint Ventures: Joint Venture Partner Information Form (Section 5) and a Letter of Declaration, as indicated in Section 2 – Clause 19.</p>
27		Other documents that may be Submitted to Establish Eligibility	<p><input checked="" type="checkbox"/> Copy of valid IATA Accreditation Certificate;</p> <p><input checked="" type="checkbox"/> Provide at least three client references for similar projects (amount and scale) contracted as main contractor.</p> <p><input checked="" type="checkbox"/> Size of Agency:</p> <ul style="list-style-type: none"> • Main office and address; • Branch office(s) and address(es) if any; • List of air operator(s) (if any) that your agency can issue air-tickets on behalf of; and • List of air operator(s) (if any) that your agency can sell air-tickets on behalf of.
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>A) COMMERCIAL A.1. Bid submission form: Fully completed and duly authorized (see Section 4). A.2. Technical Bid form (Section 6) A.3. Price Schedule form: Fully completed and duly authorized (see Section 7)</p> <p>B) TECHNICAL B.1. 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>January 1, 2019</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 type="checkbox"/> One Bidder only <input checked="" type="checkbox"/> One or more Bidders; Long Term Agreements (LTAs) to be established with up to two (2) vendors as a primary and secondary travel agency (pls refer to Section 3: Terms of Reference).
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 Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <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 type="checkbox"/> UNDP's receipt of Performance Bond <input type="checkbox"/> UNDP's approval of plans, drawings, samples, etc. <input checked="" type="checkbox"/> Others: Acceptance of the 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>Additional Guidelines Related to the Long Term Agreement:</p> <p>The LTA is of inter-agency character and is open for the use of other Agencies of the United Nations System or Projects, who wish to use it, even if their name has not been declared in this bid document.</p> <p>Contract's Supervision and Administration: 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 established KPIs. The lead agency will also supervise the use of approved ceilings and expiration dates of agreements and will approve price increases in consultation with the OMT.</p>

Section 3: Terms of Reference (TOR)

Long Term Agreement (LTA)² for Provision of Travel Management Services (TMS) for the United Nations (UN) System in Barbados and the OECS

EVENT ID. BBITB52927

3.1 Background

The United Nations System in Barbados and The OECS is represented by a number of Agencies, Funds and Programmes. To perform their regular operations, these Agencies, Funds and Programmes require the provision of various services, including those related to travel, both regional and international. Within the multi-country context, UNDP Barbados and the OECS aims to create an enabling environment where the national governments have the capacities for inclusive and sustainable human development; meet their regional commitments, and internationally agreed goals including the Millennium Development Goals. Operating in a context where five out of ten (10) countries are considered Net Contributor Countries (NCC), UNDP focuses on policy and knowledge advisory services that facilitate poverty reduction, improved democratic governance, sound environmental management, climate resilience, options for sustainable energy and building resilience to natural and man-made hazards.

In order to have a timely, uniform, efficient, and the best possible price for services, the United Nations System in Barbados and The OECS (hereinafter referred to as “UN Agencies”) have implemented the mechanism of contracting a travel agency to provide these services *on a common basis*.

The UN Agencies have a mandate to improve the coordination and efficiency of the cooperation of the United Nations’ different agencies, funds and programmes, and to optimize the use of its resources. To that end, it periodically does joint procurement processes, within which is the acquisition of Travel Agency Services.

3.2 Objective

UNDP Barbados and the OECS wishes to sign an LTA on behalf of the UN Agencies with up to two (2) Travel Agencies, for the provision of purchasing airline, land and/or marine tickets at the regional and international level, as well as other related services. The services will be utilized by UN Agencies in Barbados and the OECS.

It is expected to award a contract to a maximum of two (2) Travel Agencies:

- **Main Travel Agency:** The Travel Agency that has achieved technical compliance and has provided the lowest price.
- **Secondary Travel Agency:** This Travel Agency that has achieved technical compliance and has provided the second lowest price. The Secondary Travel Agency shall be used in the following circumstances:
 - a) When in the opinion of the UN Agency the capacity of the Main Agency is being or will be exceeded, such as, in case of critical situations or natural disasters;

² 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.

- b) When the net ticket price (airfare plus fees) is lower than that of the Main Agency;
- c) When in the opinion of the UN Agency there is no compliance of the Terms of Reference by the Main Travel Agency.

The use of the Secondary Travel Agency will be duly evidenced and will take place by pre-approval of the respective Agency's Management. There will be regular monitoring of such approvals by the UNDP as Contract Manager.

It is expected to award two (2) LTAs, which will have an initial period of 1-year renewable after an evaluation of its services, for up to an additional period of 2 years, for a total of 3 years of service.

The Agencies, Funds or Programmes that can subscribe to the LTA in Barbados and The OECS are: FAO, UNDP, UNFPA, UNICEF, UN Women, ITU, PAHO/WHO and WFP. The Travel Agencies should be aware that any other UN Agency that wishes to adhere to the LTA would do so with the same terms and conditions agreed by the parties.

Other UN Agencies may decide to piggyback on the contracts established; where a separate contract might be required, it is to be issued by the relevant UN Agency directly.

3.3 Travel Statistics

3.3.1 Historical Data on Travel Services - UN System Barbados and the OECS (air travel only)

YEAR	NUMBER OF TICKETS ISSUED	VALUE (USD)
2015	2652	2,872,541
2016	2386	2,433,272
2017	3604	3,917,382

3.3.2 Frequent Destinations:

Regional travel:

Anguilla
 Antigua and Barbuda
 Dominica
 Grenada
 Jamaica
 Monserrat
 Panama
 St. Kitts and Nevis
 Suriname
 St. Vincent and Grenadines
 Trinidad and Tobago
 Virgin Islands (British)

International travel:

New York, USA
 Washington DC, USA
 Geneva, Switzerland

Istanbul, Turkey
Copenhagen, Denmark

3.4 UN/UNDP Travel Policy

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

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

For reference purpose UNDP Travel policy can be looked at the following link: [UNDP Travel Policy](#)

3.5 Description and scope of services

The Travel Agency shall provide the following full, prompt, accurate and expert mandatory and optional services to travelers authorized by UN Agencies, in accordance with the UN policies, procedures and guidelines.

Mandatory services:

- i. International and regional travel products by air, land or marine.

Optional Services:

- I. Hotel Booking;
- II. Transportation services
- III. Visa and Passport assistance
- IV. Group and Meeting Services

In addition, the Travel Agency shall provide for 24 hours emergency service, as well as for services during weekends and official holidays where emergency travel service may be required. The products and services required by UN Agencies include, but are not limited to, the following:

A.1 Reservation and Ticketing

Quotation of air, land or marine **transport tickets** for the travelers from the UN Agencies that are requested. Whenever possible, **three different quotations will be presented citing detailed route, carrier, respective tariffs, all restrictions, as well as discounts applicable to the UN Agencies, and all required taxes. The quoted prices shall be net to be paid. The UN Agency shall have the final decision on the option to be issued.**

- A.1.1 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;

- A1.2 Provide upon request formal quotations base on the most economical route in a timely manner not to exceed one (1) working day;
- A1.3 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 UN Agency;
- A1.4 For every duly approved travel request, immediately prepare appropriate itineraries based on the lowest fare and the most direct and convenient route. In the event of loss, the tickets must be replaced in accordance with the regulations of each airline. Travel itineraries for each official travel should include: departure and arrival times to the different destinations, flight numbers, airline, number of hours in advance to be present at the airport, ticket class, assigned seat (whenever possible), baggage allowance, penalizations, requirements and restrictions that should be considered 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;
- A.1.5 Issuing of tickets will be made based on the UN Agency's approved itinerary, using at all times as fundamental criteria, UN's travel regulations, which mainly consists in applying the most economic and direct route to the destination, **with the most economic tariff available**. The UN Agency shall provide the selected travel agencies with copies of travel policies of the participating UN Agencies, as well as the corporate tariffs or discounts applicable to different airlines, with the objective that these are applied by the persons that are assigned to provide the service to the UN Agencies;
- A.1.6 Reissuing of tickets when fare savings justified;
- A.1.7 Provide international rates to the UN Agencies;
- A.1.8 Book travel through all channels to ensure lowest fare;
- A.1.9 In the event that required travel arrangements cannot be confirmed, notify the requesting party of the problem and present alternative routes/quotations for consideration;
- A.1.10 For wait-listed bookings, provide regular daily feedback on status of the flight;
- A.1.11 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
- A.1.12 Reconfirm and revalidate airline e-tickets, re-issue e-tickets which are returned as a result of changed routing or fare structures and itineraries;
- A.1.13 Deliver customized e-tickets and detailed itineraries to UN Agencies office within next 24 hours showing the accurate status of all segments of the travel; and

A.2 Airfares and Airlines Routings / Itineraries

- A.2.1 Propose fares/airline routings and guarantee the best available airline transport tickets for officials from the UN Agency personnel for the travel concerned. Such journeys shall be through the most economic routes; quotes on other class of travel will have to adhere to each Agency's travel policy;
- A.2.2 In each case three different quotations, whenever possible, will be presented with their respective tariffs, carriers and the restrictions that the ticket may have explicitly expressed, including within the quotation the discounts given by the airlines to UN Agency and all the required taxes. The quoted prices shall be net to be paid. The UN Agency shall have the final decision of which option will be used.
- A.2.3 Assist the UN Agencies in negotiating with airlines on preferred fare conditions for the UN Agencies,

such as, but not limited to, flexible deadlines (i.e. until the date of commencement of particular travel) and/or additional luggage discounts;

- A.2.4 Advise market practices and trends that could result in further savings and/or costs. Propose alternatives to either take advantage of such savings or avoid/decrease such additional costs;
- A.2.5 Negotiate at no additional costs, privileges such as *upgrades*, free use of the VIP lounges and business cards (VIP status, Elite or similar) in accordance with the provisions of each airline and other benefits such as free tickets for UN Agencies, allocation of orphan miles to the requesting Agency.
- A.2.6 Provide regular information on the benefits provided by the airlines and their use, especially on tickets that can be purchased with accumulated points or miles.

A.3 Travel Information / Advisories

- A.3.1 Provide quick reference for requested destinations;
- A.3.2 Provide travelers with a complete automated itinerary to include carrier(s), flight numbers, departure and arrival times(s) for each segment of the travel, tax exempt information, etc.;
- A.3.3 Provide relevant information on official destinations, i.e. visa requirements, security procedures, currency restrictions / regulations, health precautions, etc.;
- A.3.4 Promptly notify of airport closures, delayed or cancelled flights, as well as other changes that might affect or will require preparations from travelers, sufficiently before departure time;
- A.3.5 Provide 24-hour telephone and e-mail services to facilitate communication in case of emergency whether inside Honduras or from abroad.

A.4 Flight Cancellation / Rebooking and Refunds

- A.4.1 Process duly authorized flight changes/cancellations when and as required;
- A.4.2 Immediately process airline refunds for cancelled travel requirements / unutilized pre-paid tickets and credit these to the UN Agencies as expeditiously as possible. 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.
- A.4.3 Refund tickets no later than one month after a cancellation has occurred;
- A.4.4 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.
- A.4.5 Limit refund charges to airline rate only, i.e. no additional charges will be accrued to the travel agency;
- A.4.6 Absorb cancellation and/or change reservation date charges which are not caused by the UN traveler or authorized UN staff; and
- A.4.7 Report back to the appropriate UN Agency on the status of ticket refunds.

A.5 Ticket Processing

- A.5.1 Arrange for travel originating to and from Barbados and The OECS countries, including travelers located anywhere in the world;
- A.5.2 Split ticketing should be done for fare savings except for a connection where the transit time is less than 4 hours;
- A.5.3 Ensure that personal deviations are clearly identified with extra cost and routings involved. UN 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;

- A.5.4 Maintain a consistent layout of both online and offline itineraries;
- A.5.5 Provide electronic itineraries to travelers in English, showing in one single and clear document with comprehensive reservation details:
- 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 en route;
 - Comprehensive fare conditions and ticketing deadline (TDC);
 - Contact's telephone number and 24 hour 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;
- A.5.6 Itinerary remarks including standardized remarks (Company reminders and UNDP or UN Agency procedural information);
- A.5.7 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 UN AGENCY or unless travelling occurs within that timeframe;
- A.5.8 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;
- A.5.9 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);
- A.5.10 Schedule changes: Email should begin with a clear statement that there has been a schedule change to their itinerary. Should include new times as well as previous or specifically point out what has changed. E.g. *"Arrival time to New York on March 8 is now 20 minutes later"*;
- A.5.11 All itinerary / invoice communication should contain a subject line differentiating the purpose of the communication to easily identify content;
- A.5.12 Provide a reporting system/database or procedure to track and reuse non-refundable tickets, credits or refunds;
- A.5.13 Reuse, when feasible, unexpired tickets using name changes, if available and airline allows, to avoid loss of value;
- A.5.14 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;
- A.5.15 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;
- A.5.16 Inform on Visa, Passport, and medical requirements;
- A.5.17 Retain every PNR for a six-month period in the GDS (Bookkeeping paper files for 5 years);
- A.5.18 Inform UN Agency in case of major disruption.

A.6 Hotel Accommodation (optional service)

- A.6.1 Provide the lowest hotel rate options using the negotiated hotel rates of UN, Agency or lowest market available;
- A.6.2 Offer negotiated hotel rates worldwide;
- A.6.3 Provide hotel itinerary including arrival dates, confirmation number, hotel rate secure, guaranteed reservation information, time limit and cost (if applicable) required cancellation, penalties for charges, contact addresses/phone numbers;
- A.6.4 Upon UNDP or any UN agency request, provide assistance and support for the implementation of a cost-effective hotel program;
- A.6.5 Book hotels free of charge in connection with air or rail reservations;
- A.6.6 Any cost or advance related to hotel booking should be charged and invoiced directly to traveler, obtain payment from traveler, unless otherwise instructed by UN Agency;
- A.6.7 Search non-negotiated hotels when negotiated hotels are not available or there is no negotiated hotel.

A.7 Passport and Visa (optional service)

- A.7.1 Notify travelers of all passport and visa requirements;
- A.7.2 Administer services for travelers with the designated passport and visa processors where applicable;
- A.7.3 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);
- A.7.4 Provide comprehensive information on visa related procedures, delays and requirements for travelers;
- A.7.5 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 2pm;
- A.7.6 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;
- A.7.7 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;
- A.7.8 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.
- A.7.9 Liaise whenever necessary with UN Agency staff responsible for processing and handling travel documents and authorizations.

A.8 Group and Meeting (optional service)

Provide meeting and group services as per mutually agreed terms and pricing included but not limited to the following work requirements:

- A.8.1 Manage air blocks;
- A.8.2 Ground Transportation Assistance;
- A.8.3 Provide registration and management software;
- A.8.4 Group reporting (Arrival and departure lists, cost analysis, etc.). In special services and if required, offer the participants of a **conference or meeting** that take place in Barbados and the OECS, support in their travel needs, such as: Flight reconfirmations, itinerary changes, flight changes, ticket delivery, internal tours, etc.;
- A.8.5 Support risk management policy with respect to number of employees traveling together.

A.9 Baggage

- A.9.1 Inform travelers about accompanied baggage allowance, excess baggage charges and rules;
- A.9.2 Inform travelers of baggage insurance, if requested, and provide advice in case of lost luggage.

A.10 Invoicing and Periodic Report

- A.10.1 The invoicing of each ticket will be made separately, to each UN Agency, who will be responsible for their payment and the provision of tax exemptions and the respective airline tickets;
- A.10.2 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 request and c) a complete photocopy of all the documentation. At UN Agency requirement, the Travel Agency shall issue periodic individual or joint consumption reports in an Excel format;
- A.10.3 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.

A.11 Disaster Recovery

- A.11.1 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 UN Agency within 30 business days of award of contract;
- A.11.2 UN 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;
- A.11.3 Staff incorporated in the Business Continuity Plan will have the same organizations specific training as regular users;
- A.11.4 Partner with the UN Agency to locate and communicate with travelers in crisis situations.

A.12 Quality Control

- A.12.1 The Travel Agency shall establish and operate to monitor on a regular and continuous basis the quality of travel products and services provided to the UN Agencies in Barbados and the OECS;
- A.12.2 These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the UN Agencies in Barbados and the OECS;
- A.12.3 Quarterly meetings between senior management to monitor and review progress on an ongoing basis with a view to suggesting improvements to the service;
- A.12.4 The UN Agencies in Barbados and the OECS shall be notified of any deficiencies found and corrective action taken;
- A.12.5 The Travel Agency warrants that the personnel assigned to handle the UN Agencies' travel arrangements shall constantly be trained to be kept up to date;
- A.12.6 Designate a qualified representative(s) who will act as a focal point of each UN Agency for service quality/complaint related subjects.

A.13 Emergency Situation – Security Considerations (Working in cooperation with UN Organization)

- A13.1 Prepare, support, publish and maintain information to quickly identify employees who:
 - 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);
- A13.2 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 UN

Agency;

- A.13.3 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;
- A.13.4 The Travel Agency shall provide 24/7 emergency airline, rail, car, hotel and ground travel assistance for staff members and travelers as needed Provide all UN Agency a list with name and telephone number of the focal point (s) who are designated to assist on weekends and holidays to provide or assist with services, if needed in an emergency; and
- A.13.5 Upon request, when possible, vendor will support, providing daily reports indicating the location of all Organization travelers.

A.14 Changes in Service

All major changes in service or configuration must be mutually agreed by the Organization and the Travel Agency with no less than 60 days lead time for the change to take effect.

A.15 Communication

- All communications to senior officers must be routed through the travel focal point;
- Assure that traveler information will always remain confidential.

A.16 Other

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

The UN Agencies will not assume any liability for the cost of any personal travel arrangement requested to the Travel Agency, by its officers and / or dependents.

Each UN Agency will acquire the services of the Travel Agency directly. A Travel request will be made through e-mail by the focal point of each UN Agency.

Each UN Agency will assign an administrative staff who shall serve as the focal point for the following:

- Issuance of travel requests, answering questions, coordination of travel arrangements;
- Contract administration;
- Conduct performance surveys;
- Perform inspection of services, including verification of fares, rates, benefits, etc.

B. Billing and Invoice

Billing will be done separately for each UN Agency included in the LTA. Each UN Agency will be responsible for payment and provision of Value Added Tax (VAT) exemptions when required.

The Travel agency shall send an itemized detailed official invoice to the UN Agency after the end of each transaction. The UN Agencies shall provide payment to the travel agency by means of check or bank transfer, after the approval of each transaction and within a maximum period of 30 days from invoice receipt.

Each Travel Agency shall invoice monthly and individually to each UN Agency, Fund or Programme and shall issue one Statement of Accounts during the month. This documentation shall be presented to the person in charge of each Agency, Fund or Programme 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. Each Agency, Fund or Programme of the United Nations System will review and manage its invoices and shall pay

within thirty (30) days of receiving its Statement of Account.

Invoices shall include the date of travel, route, ticket number, passenger name and cost, and attach a copy of the request. If any of the original invoices does not comply with the request or instructions, the UN Agency will pay only the amount authorized. Any bill not approved by the UN Agencies may be resubmitted with the explanations and / or clarifications required.

The LTA will include threshold for purchases for each UN Agency, the travel agency will not provide services or require payment for invoices above the threshold. These thresholds will be just a limit and not purchase commitment or guarantee of future business.

C. Management Reporting System

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

- Monthly report for each UN Agency, showing the transactions during the month. Such report must include the detail of sales and the balance available for purchases according to the approved threshold by UN Agency. This report should be reconciled with each UN Agency. All reconciled reports will have to be put together in the form of a Summary of all transactions performed on behalf of the UN Agencies, including a Grand Total that must be compared to the overall threshold for which the LTA was signed;
Final reports will be the basis for the consolidated summary report. All reports, both the individual (by Agency) and consolidated, shall be submitted to the UNDP Procurement Unit within the first five (5) business days of each month;
- Production Statistics (bi-annually /as requested);
- Quarterly Carrier – Route – Fare Analysis and Production/Volume of Business containing the following minimum information: name of requesting unit (UN Agency), ticket number, passenger name, travel dates, itinerary, ticket price, service fee applied;
- Changes and Update on Airline Rates, promotions, policy changes, etc., immediately upon the receipt of the advice;
- Reports listed below with data refreshed monthly and made available at a consolidated level as well as by organization;
- Any ad hoc reports requested that do not require extensive searches for data and/or extensive data comparison to be delivered by electronic means within two business days. Those ad hoc report requests that require extensive data search and/or extensive data comparison will be delivered according to an agreed upon delivery time;
 - Exception Reports rolled up by the UN Agency, traveler lost savings amount with the following details: Specified Class of Service (requests for Y class fares) – used to improve upgrade chances;
 - Declined to flight time preference;
 - Declined due to carrier preference;
 - Declined due to penalty or restriction - (Refundable vs. Non-refundable, Use of International Restricted Fares);
 - Declined due to airport preference;
 - Approved standard of accommodation exception.
- Non-refundable Ticket Tracking;
- Crisis reporting – whose where – on demand;
- Service Level Report (bi-annual);
- Financial statement with revenues, expenses and associated support documentation. This will include transactional level detail for any activity-based pricing (e.g. after hour calls).

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

D. Compensation Scheme

The Travel Agency shall generate its income on a per-ticket and/or transaction fee basis as specified in the Price Schedule.

The UN Agencies, however, shall, from time to time, evaluate and verify with other travel agencies and other industry indicators the comparability and competitiveness of the rates given to the UN Agencies. The UN Agencies have the right to terminate the LTA with the selected travel agency at any time if the travel agency charges rates higher than the ones agreed in the LTA or does not render minimum services described in this tendering document.

E. Performance Standards and Service Level Guarantees (KPIs)

The Travel Agency shall perform its services and deliver its products in accordance with the minimum performance standards set by the United Nations System and provided herein. These same rules will be part of performance evaluation of the travel agency, during or after the term of the LTA:

Product/Service	Performance Attribute	Definition	Standard/Service level
1. Airline Reservation /Hotel Booking	Agency Accuracy	Ability to perform task completely and without error	Zero-error in passenger records/airline bookings, fare computation and routing
	Speed and Efficiency	Ability to deliver product or service promptly and with the use of resources	<ul style="list-style-type: none">For confirmed bookings via itinerary within two hours' time of requestFor waitlisted bookings via regular updates every two days
2. Airline Tickets / Hotel Booking	Agent Accuracy	Ability to perform tasks completely and without error	Zero-error in the printed ticket/aborted travel due to incomplete travel documents
	Timeliness of Delivery	Ability to deliver product or service on or before promised date	3 working days before departure date
3. Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/nationalities	Zero-incident of complaint/aborted travel due to incomplete travel documents
	Clarity	Ability to deliver product or service on or before promised date	10 working days before departure

4. Billing	Accuracy	Ability to generate billing statements without errors	Zero-error or no discrepancy between invoice and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	Zero-returns for clarifications/explanation
	Timeliness	Submission of invoices in a timely matter to the agencies	Invoices received by the end of the month in which travel was undertaken
5. Rates/Pricing	Fairness	Reasonable charges for service offered	At same or rates lower than market standards
	Company concern about fares	Ability to quote competitive fare	At levels same or lower than airline preferred rates. Guarantee that one quotation is the lowest obtainable fare
		Competitive commission fees per ticket	Travel agency commission fees charged per ticket must be competitive relative to other travel agencies
	Good value indicated by price	Competitive of fares quoted vs. restrictions or lack/absence thereof	At the same terms or better than quoted by airlines
	Willingness to assist UN Agencies negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent UN agencies in dealing with airlines	At least one meeting per annum with airline representatives of the four major airlines used, to obtain competitive rates in the market and preferable fare conditions for the UN Agencies (i.e. ticketing, deadlines, etc.)
6. Service Quality	Accessibility	Ability to access or approach travel agency	Telephone: available Emergency: 24 hours Email: available
	Responsiveness	Timeliness of responding to agency needs	<ul style="list-style-type: none"> At least one coordination meeting per annum with UN agencies Performance review meetings twice a year
		Willingness to go out of one's	No. of personal travels

		way to help the traveler	booked with travel agents
7. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	Within one month from date of cancellation
	Complaint Handling	Ability to resolve complaints	Timeliness: one week
8. Travel Experts	Competence	<ul style="list-style-type: none"> • Knowledge of destinations • Knowledge of airline practices, fare levels and shortest routes and connections • Knowledge of UN agencies' policies 	Proficiency rating of not less than 75%
9. Communications	Awareness Level of Travelers regarding Travel Agency Product and Services	Services and policies are communicated to travelers Travelers are well informed about matters concerning them	Frequency of communications: monthly
10. Hours of Service	Readiness to do business	Travel Expert to commence business	Travel Agency shall provide travel services from 8.00 a.m. to 6.00 p.m. on working days, a 24 hour a day emergency service, as well as services during weekends and official holidays where emergency travel service is required Zero complaints that no one was around to answer calls.

F. Minimum Requirements for Successful Service Provider(s)

The successful Travel Agency which will be contracted to serve the needs of the UN Agencies in Barbados and The OECS shall have the following minimum eligibility criteria:

- Minimum 5 years of experience and registered as Travel Agent (with proof of notarial deed or copy of business registration), with a minimum of one branch / affiliate in the country, region or worldwide serving UN destinations;
- Able to provide all mandatory services as per TOR;
- Legal registration of entity;
- Valid IATA certification (copy to be provided);
- The vendor should have a minimum average annual turnover of USD 2.5 Million during the past three (3) years;

- f. Good track record in serving international organizations, embassies and multinational corporations in the past five (5) years;
- g. Employ competent and experienced personnel, particularly in ticketing and fare computations, as evidenced by their track record in the Curriculum Vitae (please refer to TOR, Item 9 requiring provision of CVs of Key Personnel using Form on Section 6);
- h. Financial Capacity: Bidders shall submit most recent audited financial reports (Profit and Loss and Balance Sheet) for the years 2015, 2016 and 2017, including Auditor's Letter;
- i. Evidence of satisfactory credit rating ("Good Credit Worthiness" or equivalent) by national or international recognized and reputable reporting agencies);
- j. Minimum three (3) ongoing or completed contracts for same or similar services executed in last three (3) years;
- k. Letter of Satisfactory Performance from the top three (3) clients in terms of contract value.

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

- 1. One Client Manager should be assigned to be responsible for overall travel management coordination with UN Agencies in Barbados and the OECS. The Client Manager with adequate authority to make decisions for the timely resolution of problems (need not be 100% dedicated to UN Account be available on demand);
- 2. At least three (3) travel experts proposed, with a minimum 5 five years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems;
- 3. All devoted personnel assigned to UN including Client Manager and Travel Experts must be able to communicate in English both orally and in writing; and
- 4. In the case of emergencies (e.g. evacuations, war, etc.), the travel expert shall maintain operations necessary to support UN Agencies in Barbados and the OECS.

The nominated travel experts in the proposal must be the employee who will be responsible for the management of travel services to UN Agencies in Barbados and the OECS the entire period set for this contract. If the travel expert decided to terminate her/his services with the travel agency, the latter must notify UNDP Barbados and The OECS one month in advance and attach to the letter the Curriculum Vitae of the proposed replacement of the travel expert. UNDP Barbados and The OECS has the right to reject the newly nominated travel expert if found to be not competent enough to handle the management of the travel services.

The Travel Agency shall have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel to maintain full service at all times under the contract.

Section 4: Bid Submission Form³

(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:

EVENT ID. BBITB52927

We, the undersigned, hereby offer to supply the goods and related services required for **LONG TERM AGREEMENT (LTA) PROVISION OF TRAVEL MANAGEMENT SERVICES (TMS) FOR UNITED NATIONS (UN) SYSTEM IN BARBADOS AND THE OECS** in accordance with your Invitation to Bid dated October 1, 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.

³ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

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

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

Bidder Information Form⁴

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

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

Page _____ of _____ pages

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

⁴ 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)⁵

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

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

Page _____ of _____ pages

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

⁵ 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 Form⁶

Provision of Travel Management Services (TMS) for the United Nations (UN) System in Barbados and the OECS

EVENT ID. BBITB52927

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

Technical Mandatory Requirements

Bidder's proposal **MUST** meet the following specifications to be considered for price evaluation

No.	Mandatory Requirements (Non-Discretionary "Pass/Fail" Criteria)	Your Responses		
		<i>Yes, we comply</i>	<i>No, we cannot comply</i>	<i>Comments (Please provide a brief description)</i>
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 country or worldwide, serving major UN destinations.	[indicate]	[indicate]	[indicate]
2	Able to provide all mandatory services as per TOR (except for Optional Services).			
3	Legal registration of entity	[indicate]	[indicate]	[indicate]
4	Valid IATA certification copy to be provided)	[indicate]	[indicate]	[indicate]

⁶ Technical Bids not submitted in this format may be rejected.

5	<p><u>Financial Capacity</u>: 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 <p>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.</p>	[indicate]	[indicate]	[indicate]
6	Maintains facilities of GDS (Global Distr. System, i.e. Amadeus, Galileo, World Span, etc.).	[indicate]	[indicate]	[indicate]
7	Contractor shall have membership in global travel management associations and partnership arrangements.	[indicate]	[indicate]	[indicate]
8	Able to guarantee the delivery of products and services in accordance with the performance standards and service level guarantees (KPIs) , refer to section E	[indicate]	[indicate]	[indicate]

9	Contractor shall have minimum 3 positive letters of reference from international organizations (embassies, another UN Agency, or multinational corporations).	[indicate]	[indicate]	[indicate]
10	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. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

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

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

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

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

3.2 Qualification & Professional Experience of Client Manager

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

3.3 Qualification & Professional Experience of proposed Travel Experts: Provide the CVs for proposed travel experts in the format given below. 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.

Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Educational and other qualifications:		
Describe your general experience in managing key accounts:		
Language Skills:		
Describe your experience in customer service for travelers, teamwork and communication skills		
Describe your knowledge of airline reservation systems		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
Reference 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. <hr/>	
Signature of the Nominated Team Leader/Member	Date Signed

Section 7: Price Schedule Form⁷

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

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to lot prices. Separate figures must be provided for each functional grouping or category, if any.

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

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

Cost Breakdown per Deliverable Items*

Description		(A) Estimated Quantity of Tickets in 3 Years	(B) Unit Price	(C) TOTAL
	Ticketing Based Charges and Other Service and Transaction Fee			
	MANDATORY SERVICES			
7.1	Ticket Issuance Fees (including Cancellation and/or Re-Issuance in same Airline)			
7.1.1	International Air Ticket - Year 1	1000	[indicate]	[indicate]
	International Air Ticket - Year 2	1100	[indicate]	[indicate]
	International Air Ticket - Year 3	1210	[indicate]	[indicate]
	Regional Air Ticket - Year 1	1200	[indicate]	[indicate]
	Regional Air Ticket - Year 2	1350	[indicate]	[indicate]
	Regional Air Ticket - Year 3	1450	[indicate]	[indicate]
	Rail Ticket (Domestic)	[indicate]	[indicate]	[indicate]
	Assistance in Hotel Booking - per individual	[indicate]	[indicate]	[indicate]
	OPTIONAL SERVICES			
7.1.2	Non-Ticket Based Fees and Other Service Charges			
	Visa Processing fee - per visa	[indicate]	[indicate]	[indicate]
	Lost ticket and travel documents assistance - per ticket			
	Assistance in Group and Meeting assistance (Under 50 persons)	[indicate]	[indicate]	[indicate]

⁷ Technical Bids not submitted in this format may be rejected.

	Assistance in Group and Meeting assistance (Over 100 persons)	[indicate]	[indicate]	[indicate]
	Ground Transportation for Group transfer (Under 50 persons)	[indicate]	[indicate]	[indicate]
	Ground Transportation for Group transfer (Over 100 persons)	[indicate]	[indicate]	[indicate]
		[indicate]	[indicate]	[indicate]
		[indicate]	[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

Section 8: FORM FOR BID SECURITY **(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 Bidder”) has submitted a Bid to UNDP dated [Click here to enter a date.](#) , to deliver goods and execute related services for *[indicate ITB title]* (hereinafter called “the Bid”):

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY⁸ (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 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

⁸ If the ITB requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template

Section 10: Form for Advanced Payment Guarantee⁹ (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])¹⁰ 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)]

⁹ 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.

¹⁰ 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: [insert currency and amount in figures and words]	
9a. Advance Payment: [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:
13. Contractor's Contact Person's Name: Title: Address: Telephone number: Fax: Email:
14. UNDP Contact Person's Name: Title: Address: Telephone number: Fax: Email:
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:

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.

4.1.1 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.

4.1.2 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.

4.1.3 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.

4.1.4 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.

4.1.5 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 predelivery 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*,

13.1.1 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:

- 20.1.1 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;
- 20.1.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
- 20.1.3 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;
- 20.1.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

- 20.1.5 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;
 - 20.1.6 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;
 - 20.1.7 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 antipersonnel 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.