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## **INVITATION TO BID**

### **LTA for Travel Management Services**

ITB No.: ITB/FJI10/005/2019

Project: UN Harmonized Procurement

Country: UNDP Pacific Office in Fiji

Issued on: 18 December 2019

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## Section 1. Letter of Invitation

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The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) **for Long Term Agreement for the Provision of Travel Management Services.**

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements
- Section 6: Returnable Bidding Forms
  - Form A: Bid Submission Form
  - Form B: Bidder Information Form
  - Form C: Joint Venture/Consortium/Association Information Form
  - Form D: Eligibility and Qualification Form
  - Form E: Price Schedule

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to [procurement.fj@undp.org](mailto:procurement.fj@undp.org), indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, by registering at <https://etendering.partneragencies.org>. The Bidder's Guide has been uploaded on the e-tender site for registration purposes. Once registered, login and find the following event:

**BU Code: FJI10**  
**Event ID: 0000005078**

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

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

Issued by



Name: Vimal Pillay  
Title: Procurement Associate

Approved by



Name: Ronald Kumar  
Title: Procurement Analyst

## GENERAL PROVISIONS

- |   |  |
|---|--|
| <b>1. Introduction</b>                                  | <p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://www.ungm.org">www.ungm.org</a>). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>  |
| <b>2. Fraud &amp; Corruption, Gifts and Hospitality</b> | <p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office%20of%20audit%20and%20investigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit and investigation.html#anti</a></p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p style="padding-left: 20px;">(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p style="padding-left: 20px;">(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></p> |

### **3. Eligibility**

- 3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
- 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

### **4. Conflict of Interests**

- 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. 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:
  - a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or
  - c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
- 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
- 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:
  - a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and
  - b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.
- 4.4 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against

other Bidders may result in the eventual rejection of the Bid.

## **B. PREPARATION OF BIDS**

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| <b>5. General Considerations</b>  | <p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>  |
| <b>6. Cost of Preparation of Bid</b>  | <p>6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>   |
| <b>7. Language</b>  | <p>7.1 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 BDS.</p>  |
| <b>8. Documents Comprising the Bid</b>  | <p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>  |
| <b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b> | <p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>   |
| <b>10. Technical Bid Format and Content</b>                                       | <p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be</p> |

	provided in the language of the Bid as specified in the BDS.
	10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
<b>11. Price Schedule</b>	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
<b>12. Bid Security</b>	<p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ol style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ol style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ol> </li> </ol>
<b>13. Currencies</b>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ol style="list-style-type: none"> <li>a) 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 Bids; and</li> <li>b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</li> </ol>

**14. Joint Venture, Consortium or Association**

- 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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 the member entities comprising the joint venture.
- 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
- 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
- 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
- 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
  - a) Those that were undertaken together by the JV, Consortium or Association; and
  - b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
- 14.6 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
- 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

**15. Only One Bid**

- 15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
- 15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
  - a) they have at least one controlling partner, director or shareholder in common; or

	<ul style="list-style-type: none"> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>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;</li> <li>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 some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
<b>16. Bid Validity Period</b>	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>17. Extension of Bid Validity Period</b>	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
<b>18. Clarification of Bid (from the Bidders)</b>	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide 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 Bids, unless UNDP deems that such an extension is justified and necessary.</p>
<b>19. Amendment of Bids</b>	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made</p>

	available to all prospective bidders.
	19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
<b>20. Alternative Bids</b>	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. 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.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
<b>21. Pre-Bid Conference</b>	21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. 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 disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.

### C. SUBMISSION AND OPENING OF BIDS

<b>22. Submission</b>	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
<b>Hard copy (manual) submission</b>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted</p>

	<p>together in an envelope, which shall:</p> <ol style="list-style-type: none"> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
<b>Email and eTendering submissions</b>	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> <li>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> <li>Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</li> </ol> <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></p>
<b>23. Deadline for Submission of Bids and Late Bids</b>	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, 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, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders</p>

	(only for manual submissions), except if the bid is withdrawn after the bid has been opened.
<b>25. Bid Opening</b>	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 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 submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<b>D. EVALUATION OF BIDS</b>	
<b>26. Confidentiality</b>	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, 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.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<b>27. Evaluation of Bids</b>	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ol> <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
<b>28. Preliminary Examination</b>	<p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p>

		<ul style="list-style-type: none"> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>30. Evaluation of Technical Bid and prices</b>	30.1	The evaluation team shall review and evaluate the Technical 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 BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
<b>31. Due diligence</b>	31.1	<p>UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<b>32. Clarification of Bids</b>	32.1	To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	32.2	UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or

	<p>permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 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 Bids.</p>
<b>33. Responsiveness of Bid</b>	<p>33.1 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, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 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.</p>
<b>34. Nonconformities, Reparable Errors and Omissions</b>	<p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, 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.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>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.</li> </ul> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>

## E. AWARD OF CONTRACT

<b>35. Right to Accept, Reject, Any or All Bids</b>	35.1 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. UNDP shall not be obliged to award the contract to the lowest priced offer.
<b>36. Award Criteria</b>	36.1 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.
<b>37. Debriefing</b>	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
<b>38. Right to Vary Requirements at the Time of Award</b>	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or 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.
<b>39. Contract Signature</b>	39.1 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 to do so may 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 Second highest rated or call for new Bids.
<b>40. Contract Type and General Terms and Conditions</b>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
<b>42. Bank Guarantee for Advanced Payment</b>	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS,

		and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP%20POPP%20DOCUMENT%20LIBRARY/Public/PSU%20Contract%20Management%20Payment%20and%20Taxes%20Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>
<b>43. Liquidated Damages</b>	43.1	If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
<b>44. Payment Provisions</b>	44.1	Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
<b>45. Vendor Protest</b>	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a 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: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>
<b>46. Other Provisions</b>	46.1	In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.
	46.2	UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.
	46.3	The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a>

### Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	<p>Will be Conducted</p> <p>Date : January 8, 2020 10:00 AM</p> <p>Venue : UNDP Conference Room, Level 8, Kadavu House, 414 Victoria Parade, Suva, Fiji</p> <p>The UNDP focal point for the arrangement is:  Name: Vimal Pillay  Telephone: 3227716  E-mail: <a href="mailto:vimal.pillay@undp.org">vimal.pillay@undp.org</a></p> <p><b>Changes in pre-bid meeting schedule will be posted on the etendering site.</b></p>
5	16	Bid Validity Period	120 days
6	13	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed

			LTA service providers will be assessed during the performance review and actions taken accordingly.
9	40	Performance Security	Not Required
10	12	Currency of Bid	Local currency (FJD)  The UN exchange rate used will be as at the closing date of the tender.
11	31	Deadline for submitting requests for clarifications/questions	4 days before the submission deadline  <b>Response to clarification question will only be provided for written clarifications questions, not for verbal clarification question</b>  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.
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Vimal Pillay Address: UNDP Office, Kadavu House, Suva, Fiji E-mail address: <a href="mailto:vimal.pillay@undp.org">vimal.pillay@undp.org</a>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to etendering site and direct communication to prospective proposers by email.
14	23	Deadline for Submission	24 <sup>th</sup> January 2020 as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.  <b><u>Note:</u></b> <b>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. The correct bid closing time is as indicated in the eTendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</b> <b>Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any</b>

			issue submitting your bid at the last minute, UNDP may not be able to assist in a timely manner.
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering
15	22	Bid Submission Address	<a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>  <b>BU Code: FJI10</b> <b>Event ID: 0000005078</b>  If you have not registered in the system before, you can register now by logging in using: <b>Username:</b> event.guest <b>Password:</b> why2change
16	22	Electronic submission (eTendering) requirements	<ul style="list-style-type: none"> <li>▪ Format: PDF files only</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per document: 20MB</li> </ul>
17	25	Date, time and venue for the opening of bid	Bidders will receive an automatic notification once their Bids are opened through e-tendering.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	March 2, 2020
20		Maximum expected duration of contract	Three (3) years  The proposed LTA is for a period of 1-year from the date of commencement of Contract, with an extension option for additional 2 years, but this is subject to the Contractor performance.
21	35	UNDP will award the contract to:	One or more Proposers, depending on the following factors:

			<ul style="list-style-type: none"> <li>• Award would be made to a maximum of the two vendors "lowest evaluated priced, technically responsive" bidders.</li> <li>• where second lowest priced technically responsive bidder should not exceed 20% higher than the lowest priced bidder. If second lowest bid exceeds 20% tolerance level then only one bidder will be awarded.</li> <li>• For each LTA, the Call-off order will be based on the following:</li> <li>• <u>With secondary competition</u> - If group travel ( minimum of 5 people) is involved then request shall be submitted to both the travel agents to provide a quote. The lowest priced offer shall be awarded.</li> <li>• <u>Without secondary competition</u> – If single travel is involved then request shall be submitted to the 1<sup>st</sup> ranked LTA holder. If the LTA holder is unable to provide a quote within 4 working hours, then the 2<sup>nd</sup> ranked LTA holder shall be requested to submit a quote.</li> <li>• For Exceptional urgent cases travel request ,UNDP may contact either of the travel agent at their own discretion by seeking approval from UNDP Travel focal point.</li> </ul>
22	39	Type of Contract	<p>Contract for Goods and/or Services to UNDP</p> <p><a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>
23	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Contracts</p> <p><a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>
24		Other Information Related to the ITB	

## Section 4. Evaluation Criteria

### Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity

### Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity and tax compliance	Form B: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"><li>▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li></ul>	Form B: Bidder Information Form

<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Eligibility and Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Eligibility and Qualification Form
<b>Technical Evaluation</b>	The technical bids shall be evaluated on a pass/fail based on the following criteria:	
<b>Schedule of Requirements</b>	Compliance to schedule of requirements to provide travel management services	
<b>Company Experience</b>	Having at least 5 years of experience dealing with domestic, regional and international travel.	Form D: Eligibility and Qualification Form
<b>Financial Standing</b>	IATA Accreditation Certification Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.	Form D: Eligibility and Qualification Form
<b>Reliability</b>	Average turnaround of US\$1m Statements of Satisfactory Performance from the Top 3 (three) Clients	Form D: Eligibility and Qualification Form
<b>Environment Consideration</b>	Bidders should demonstrate or provide documents or evidence of environmentally friendly practices at their premises/offices	Form B: Bidder Information Form
<b>Personnel</b>	At least two (2) travel experts proposed for UN, with a minimum 3 years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems; and having Good written and verbal command of English  Client Manager shall have minimum of 5 years' experience in managing and handling complex travel with adequate authority to make decisions for the timely resolution of problems (need not be 100% dedicated to UN Account but visiting regularly and be available on demand) ;	Form D: Eligibility and Qualification Form
<b>Financial Evaluation</b>	Lowest price detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form E.	Form F: Price Schedule Form

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## Section 5: Schedule of Requirements

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### **Background**

The UN Agencies based in Fiji spends an average total volume of FJ\$4.5 million on an annual basis for staff, consultants and participants travel during UN official missions, workshops and meetings with approximately 3580 tickets issued annually. To achieve cost and process efficiency while ensuring service quality, the United Nations (UN) Agencies based in Fiji is working towards harmonizing its common services procurement efforts. UNDP Pacific Office in Fiji on behalf of other participating UN Agencies therefore intends to establish Long Term Agreements (LTA's) for Travel Management Services in Fiji.

A Long Term Agreement (LTA) is 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, year, 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. The Long term price arrangement is a nonexclusive arrangement and UNDP has the right to purchase the same or similar goods from other suppliers at its sole discretion as the situation may warrant and provides value for money.

The Travel Management Services LTA shall be applicable but not limited to the following Participating UN agencies based in Fiji;

1. United Nations Development Programme (UNDP)
2. United Nations Children's Fund (UNICEF)
3. United Nations Population Fund (UNFPA);
4. United Nations Entity for Gender Equality and the Empowerment of Women (UN WOMEN)
5. United Nations Office for Disaster Risk Reduction (UNDRR)
6. Office of the United Nations High Commissioner for Human Rights (UNOHCHR)
7. International Labor Organization (ILO)
8. World Health Organization (WHO)
9. World Food Programme (WFP)

### **Objective**

To establish Long Term Agreements with a maximum of two (2) Travel Service providers based on the criteria identified.

### **Scope of Requirement**

The service provider shall be able to provide the following services:

The successful Travel Agency shall provide full, prompt, accurate and expert international and domestic travel products and services to staff of the UN Agencies from 08:00 to 17:30 during working days. In addition the

Travel Agency shall provide for 24 hours emergency service, as well as for services during weekends and official holidays where emergency travel service is required (this can originate from remote locations). One of the Travel Agency's employees shall always be reachable by phone. The products and services include, but are not limited to, the following:

#### 1) Reservation and Ticketing

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

#### 2) Airfares and Airlines Routings/Itineraries

- The Travel Agency shall propose fares/airline routings and guarantee that it shall obtain the lowest available airfare for the journey concerned. Such journeys shall be the most direct and economic routing, unless travel time exceeds nine (9) hours in duration with a maximum two (2) hours break between flight segments;
- The Travel Agency shall ensure that tickets issued are in accordance with entitlements prescribed in UN/UNDP Travel Authorization;
- The Travel Agency shall assist UN/UNDP representatives in negotiating with airlines on preferred fare conditions for UN Agencies, such as ticketing deadlines to be as flexible as possible (i.e. until the date of commencement of particular travel);
- The Travel Agency shall advise market practices and trends that could result in further savings for UN Agencies, including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting;
- The Travel Agency shall propose fares/airline routings in accordance with the latest UN Airline Safety List;
- The Travel Agency shall provide all official travelers with last seat availability, advance seat assignments and advance boarding passes, wherever possible on all airlines for which the Travel Agent can offer these services. The Travel Agency is expected to expand these services, as they become available on additional carriers.

#### 3) Travel Information / Advisories

- The Travel Agency shall provide quick reference for requested destinations;
- The Travel Agency shall provide travellers with a complete automated itinerary document to include

carrier(s), flight and voyage numbers, departure and arrival times for each segment of the trip, tax exempt information, etc.;

- The Travel Agency shall inform travellers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, and other inconveniences of the itinerary and provide required documentation for travels;
- The Travel Agency shall provide travellers on request with online and offline relevant information on official destinations, i.e. visa requirements, security procedures, airport transfers/land transportation facilities, local points of interest, currency restrictions/ regulations, health precautions, weather conditions, etc., as per Global Distribution System guides;
- The Travel Agency shall promptly notify travellers of airport closures, delayed or cancelled flights, as well as other changes that might affect or will require preparations from travellers, sufficiently before departure time, and as soon as it becomes available.

#### 4) Flight Cancellation / Rebooking and Refunds

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

#### 5) Supplier Relations

- The Travel Agency shall not favour any particular air carrier when making reservations;
- The Travel Agency shall maintain excellent relations with all air carriers for the benefit of the UN Agencies in the Pacific Island Countries.
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#### 6) Services Quality Control and continuous improvements

- The Travel Agency shall establish and operate to monitor on a regular and continuous basis the quality of travel products and services provided to the UN Agencies in Pacific Island Countries ;
- These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the UN Agencies in Pacific Island Countries;
- Regular\meetings between senior management to monitor and review progress on an ongoing basis with a view to suggesting improvements to the service.
- The UN Agencies in Pacific Island Countries shall be notified of any deficiencies found and corrective action taken;
- The Travel Agency warrants that the personnel assigned to handle the UN Agencies' travel arrangements shall constantly be trained to be kept up to date.
- Measurements of improvements to the service will be part of the Service Level Agreement between the parties.

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

##### a) Lost Ticket/Travel Documents

- b) Preferred Seating Arrangements/Upgrades
- c) Privileged Check-In Services/Use of Airline Lounge Facilities
- d) Excess Baggage/Lost Baggage
- e) Travel Insurance
- f) Rail booking – if required, assist in booking through rail in overseas countries
- g) Medical advice
  - The Travel Management Agency will provide medical advice and information on health requirements at all times for international travelers. The traveler profiles will include details of inoculations, wherever applicable.

#### h) Passport and Visa arrangements

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

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

#### 8) Newsletter

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

### **LTA configurations**

- Award would be made to a maximum of the two vendors “lowest evaluated priced, technically responsive” bidders.
- where second lowest priced technically responsive bidder should not exceed 20% higher than the lowest priced bidder. If second lowest bid exceeds 20% tolerance level, then only one bidder will be awarded.
- For each LTA, the Call-off order will be based on the following:
- With secondary competition - If group travel (minimum of 5 people) is involved then request shall be submitted to both the travel agents to provide a quote. The lowest priced offer shall be awarded.
- Without secondary competition – If single travel is involved then request shall be submitted to the 1<sup>st</sup> ranked LTA holder. If the LTA holder is unable to provide a quote within 4 working hours, then the 2<sup>nd</sup> ranked LTA holder shall be requested to submit a quote.
- For Exceptional urgent cases travel request, UNDP may contact either of the travel agent at their own discretion by seeking approval from UNDP Travel focal point..

### **Payment Terms**

For each call-off from the LTA, the respective UN agency will issue a Purchase Order/Travel request clearly outlining the details of the travel and the total cost. The LTA service providers must issue invoices directly to the respective UN agency making reference to the PO/TR issued. Payment will be made upon reconciliation of invoices by the respective agencies within 30 days. The respective UN agencies shall forward the remittance of payment to the LTA Service Provider for that particular event. It is therefore important that any change in accounts personnel and/or processes that may affect the UN Agencies in any ways shall be communicated in writing to ensure there are no delays in payment reconciliation.

### **Reporting**

The LTA Service Provider shall provide a quarterly report on the UN spending for the provision of travel services undertaken during that period. This report shall list all events by respective agency and shall be submitted in the format agreed.

### **Duration of LTA**

The LTA shall be for a maximum period of 3 years. The initial contract shall be for 1 year and renewed based on satisfactory performance for an additional 2 years subsequently.

### **Evaluation Criteria**

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

- a) Legal registration
- b) IATA Accreditation Certification
- c) The vendor should have a minimum average annual turnover of US \$ 1 Million/per year during the past 3 years.
- d) Minimum 5 years of experience in corporate specialization in Travel Management Services
- e) Minimum three (3) ongoing or completed contracts for same or similar services executed in last 36 months having One of the contract above FJD 1M per year
- f) Letter of Satisfactory Performance from the top 3 clients in terms of contract value

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

1. Client Manager shall have minimum of 5 years experience in managing and handling complex travel with adequate authority to make decisions for the timely resolution of problems (need not be 100% dedicated to UN Account but visiting regularly and be available on demand) ;
2. Travel Agent Office head with adequate authority to make decision for regular requirements under the contract;
3. Experience & Qualification of the travel consultant: At least two (2) travel experts proposed for UN, with a minimum 3 years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems;
4. In the case of emergencies (e.g. evacuations etc.), the travel expert shall maintain operations necessary to support UN Agencies in Pacific Island Countries ;
5. 24 hours a day access of emergency service and necessary delivery of tickets as required by UN Agencies in Pacific Island Countries.

#### **Service Standards**

The UN Agencies will be jointly undertaking a performance review of the LTA service provider on an annual basis. The LTA service provider's performance will be assessed using the following service standards during its performance review:

No	Product / Service	Performance Attribute	Definition
1	Provide Itineraries	Speed and Efficiency	Ability to quickly and accurately provide quotations (within 24 hours for standard travels and within 48-72 hours for large workshops)
2	Delivery	Speed and Efficiency	Ability to deliver service promptly (ticketing and advisory)
3	Billing	i) Accuracy	Ability to generate billing statements without errors
		ii) Clarity	Ability to generate bills that are transparent or easy to understand in the format agreed
4	Problem Solving	Complaint Handling	Ability to resolve complaints quickly and provided consistent feedback
5	Communications	Awareness level of the UN Agencies of changes	Changes to services, changes in personnel and changes in company policies which may have an impact on the services provided to the UN Agencies are communicated.  UN agencies are well informed about matters relating to the working arrangements, which may affect the terms and conditions and service standards as it relates to the LTA.
6	Office Premises and Hours of Services	Readiness to do business	Sufficient manpower to commence business at the start of office hours; provision of workforce to answer calls during breaks.

## Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

### Technical Bid:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Eligibility and Qualification Form	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>
▪ Company Profile	
▪ Copy of Business Registration / License	<input type="checkbox"/>
▪ Certified statement or confirmation company's financial status	<input type="checkbox"/>
▪ Statement of satisfactory performance by clients	<input type="checkbox"/>
▪ Environmental Compliance Certificates, Accreditations, other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact	<input type="checkbox"/>
▪ CVs of proposed travel consultant and Client manager	<input type="checkbox"/>

### Price Schedule:

▪ Form E: Price Schedule Form	<input type="checkbox"/>
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**Form A: Bid Submission Form**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the goods and related services required for **LTA for Provision of Travel Services** in accordance with your Invitation to Bid No. **ITB/FJI-05-19** and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Form B: Bidder Information Form

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues</b>	[Complete]
<b>Is your company a member of the UN Global Compact</b>	[Complete]
<b>Contact person that UNDP may contact for requests for clarifications</b>	Name and Title: [Complete] Telephone numbers: [Complete]

during Bid evaluation	Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> <li>▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Tax Registration</li> <li>▪ IATA certification</li> <li>▪ Trade name registration papers, if applicable</li> <li>▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li>▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</li> <li>▪ Local Government permit to locate and operate in assignment location, if applicable</li> <li>▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> </ul>

**Form C: Joint Venture/Consortium/Association Information Form**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]

<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture      **OR**      ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner:  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner:  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner:  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner:  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Form D: Eligibility and Qualification Form**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

**History of Non- Performing Contracts**

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

**Litigation History** (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Contract Ref	Name of Company/Client	Contract Value	Contract Period


☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

### Financial Standing

Narrative Statement of Financial status/health of the company for the past 2 years duly certified by a chartered accountant (This will be kept confidential for UNDP evaluation purposes only and would not be shared externally)

### Management Structure and Key Personnel

Provide CVs for key personnel (Proposed travel consultants and Client Manager) that will be provided to support the event using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

### Format for CV of Proposed Key Personnel

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/ Qualifications</b>	<p>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</p> <p>[Insert]</p>
<b>Professional certifications</b>	<p>[Provide details of professional certifications relevant to the scope of goods and/or services]</p> <ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/ Experience</b>	<p>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment.]</p> <p>[Insert]</p>
<b>References</b>	<p>[Provide names, addresses, phone and email contact information for two (2) references]</p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

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Signature of Personnel

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Date (Day/Month/Year)

**FORM E: Price Schedule Form**

<b>Name of Bidder:</b>	[Insert Name of Bidder]	<b>Date:</b>	Select date
<b>ITB reference:</b>	[Insert ITB Reference Number]		

The Bidder is required to prepare the Price Schedule following the below format . The Price Schedule must

	Air Carrier	Discount percentage offered by the bidder to UN Agencies	Annual Expenditure Volume	Annual discount provided to the UN Agencies	Service fee per ticket charged by Travel Agency (in USD)	Tickets issued annually	Annual Service Fee paid to Travel Agency	Financial Offer
		A1	A2	A3 = A1*A2	B1	B2	B3 = B1*B2	C = B3-A3
1	Fiji Airways		\$1,890,709.25			2135		
2	Qantas Airways		\$476,424.11			467		
3	Air Niugini		\$93,136.65			45		
4	United Airline		\$486,483.50			127		
5	Korean Air		\$476,870.00			114		
6	Air New Zealand		\$292,657.50			156		
7	Air Nauru		\$277,053.10			94		
8	Solomon Airlines		\$170,056.13			284		
9	Thai Airways		\$135,017.00			47		
10	Virgin Airline		\$113,834.50			90		
11	Other Airlines (Indicate)		\$20,000.00			20		

Name of Bidder: \_\_\_\_\_

Authorised signature: \_\_\_\_\_

Name of authorised signatory: \_\_\_\_\_

Functional Title: \_\_\_\_\_