REQUEST FOR PROPOSAL

TRAVEL SERVICES -
Empanelment of Travel Agents

Asia School of Business

Issue Date: 19 Nov 2019

Closing Date/Time: 19 Dec 2019 @ 6.00pm
1. **Background:**

ASB is a graduate business school established by Bank Negara Malaysia (BNM) in 2015, in collaboration with MIT Sloan School of Business and based in Kuala Lumpur. ASB offers both degree and non-degree programs to serve regional and global needs for business talent and leaders in the emerging world. The Asia School of Business is established under the ASB Management Sdn. Bhd., a company incorporated in Malaysia and is a wholly owned subsidiary of Bank Negara Malaysia.

ASB has in total 130 staff and 150 students in its community.

More information on the Asia School of Business can be found at [www.asb.edu.my](http://www.asb.edu.my).

2. **Objectives of the Request For Proposal:**

ASB invites licensed travel agents to submit their proposals and price quotations for provision of travel services (primarily booking of air tickets, travel advisory) to ASB and its community. Based on the submissions and evaluation by ASB, the successful travel agents shall be empanelled by ASB as its panel of travel agents for a maximum period of four years.
3. **Key Dates:**
   - Launch of Request for Proposal: 19th Nov 2019
   - Submission deadline: 19th Dec 2019
   - Notification to successful travel agents: By 31 January 2020

4. **Key Requirements for submission to the Request For Proposal (RFP):**
   4.1. The mandatory requirements from travel agents:
       4.1.1. Travel agents must provide the firm’s profile
       4.1.2. Travel agents must provide a written proposal of how they will implement ASB’s travel program for staff and students. For student travels, the agents will have to work with ASB based on requirements
       4.1.3. Travel agents must supply at least one point of contact for the management of ASB’s Travel program.
       4.1.4. Travel agents have to provide a comprehensive monthly statement of Travel Expense Report for ASB detailing the name of traveller, route, airline, air fares, travel class, dates and costs, including if there is cancellation fees or any other service fees incurred.
       4.1.5. Travel agents must be able to provide global, 24/7 travel counsellor, and desk support
   4.2. **A written proposal** briefly outlining the travel agents’ understanding of the work and general information regarding the firm and individuals to be involved is limited to a maximum of one page. The letter should clearly identify the local address of the office of the firm performing the work, the telephone number, and the name of the authorized representatives. The letter shall include a clear statement from Proposer that this offer is binding and shall remain open for 60 days from the due date of this RFP.
   4.3. **Profile of the travel agents**
       4.3.1. State whether the firm is a local or international firm and include a brief description of the size of the firm including whether it is sole proprietorship, privately held or publicly traded.
           a. The firm to submit the eSSM certificate as at the year ended 2018 that should contain the details of the Board of Directors, share capital and annual returns (financial health of your firm, including profit and loss, assets and liabilities and other relevant information, current and past one year)
       4.3.2. Provide information on your organization and how long you have been in the travel business
4.3.3. Disclose any conditions that may impact your ability to fulfill contractual obligations (e.g. bankruptcy, pending litigation, planned office closures, impending mergers)

4.3.4. Disclose whether there are any disciplinary actions on file, such as with the travel agent association or insurance commissioner against your firm

4.3.5. To provide references

4.4. Proposal on how to implement ASB’s travel program

4.4.1. Describe the local office and a brief description of the team that would be assigned to ASB and include:

   i. An organizational chart relevant to the team being proposed, identify who ASB’s first point of contact would be, who would provide back-up coverage and what the escalation process is;

   ii. How many clients or volume of customer support the team is normally responsible for

   iii. Describe the firm's policy on notification of changes in key personnel

4.4.2. Describe how the process to get the best airfare for ASB – the most cost effective route and options for alternative routes. Include if volume discounts will be available under which circumstances. For long haul, provide routes where flexibility of seat selections at no extra cost are available.

4.4.3. Best flexibility and minimisation of cancellation

4.4.4. Travel advisory services that will be available, e.g. information on :-

   • Connecting time and connecting terminals (time taken to get from one gate to another);

   • Departure and arrival times (should be reasonable);

   • Visa requirements (alert if due to change of terminal a visa is required to exit one building and go to another one - like in Europe or US);

   • Code-share airlines (alert if there is a need to re-check bags or if it's not a code-share flight and whether airlines have different baggage allowances);

   • Baggage policy (alert if require to re-check bags at certain locations/destinations);

   • Safety/delay concerns (safety and efficiency of airlines above cheaper airfares)

4.5. Monthly reporting to ASB

4.5.1. Provide monthly statement of account detailing the name of the traveller, dates of travel, routes, class of ticket, airline, airfare, service fees and taxes

4.1.1. Provide monthly statement of account for cancellation, refunds and re booking with name of traveller, dates of travel, routes and airlines
5. **Fees and Compensation**

Provide the following information disclosing all fees:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee (RM)</th>
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<tbody>
<tr>
<td>Online Domestic Airfare Transaction Fee</td>
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<tr>
<td>Online International Transaction Fee</td>
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<tr>
<td>Online Hotel Only Transaction Fee</td>
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<tr>
<td>Agents Assist Fee - Domestic</td>
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<td>Agents Assist Fee - International</td>
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<tr>
<td>Agents Assist Fee - Car and Hotel Only</td>
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<tr>
<td>Ticket Cancellation Fee</td>
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<td>Ticket Void Fee</td>
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<tr>
<td>Refund Fee</td>
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<tr>
<td>Service Tax Fee - Domestic On-Line</td>
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<tr>
<td>Service Tax Fee - International On-Line</td>
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<tr>
<td>Service Tax Fee - Domestic Agents Assist</td>
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<tr>
<td>Service Tax - International - Agents Assist</td>
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<tr>
<td>Full Service Agents - Domestic (air, hotel, car)</td>
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<td>Full Service Agents - International (air, hotel, car)</td>
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<tr>
<td>Full Service Agents - Hotel and Car only</td>
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<tr>
<td>After Hour Calls assist fees</td>
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<tr>
<td>Reporting and Account Management</td>
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<tr>
<td>Any other fees – please list</td>
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Note: :- Please define the unit cost (per sector or per ticket or per round trip)

6. **Notices on the Submission**

The school has the right not to consider late or incomplete proposals.

The proposal should be submitted in two separate documents to ETA@asb.edu.my:

1. **The Request for Proposal submission** – all information requested in section 4.
2. **The Fees and Compensation submission** – all information requested in section 5.

**RFP Clarifications:**

All queries and clarifications may be sought in writing to ETA@asb.edu.my
Privacy:
This Request for Proposal is a private document and as such should not be circulated beyond your organization.

Submission of Documents:
Any document and queries submission shall be via email to ETA@asb.edu.my on or before the last date of submission.
ASB may, in exceptional circumstances and at its sole discretion, extend the deadline for submission of proposals.

Other Terms and Conditions:
• The working language of the Asia School of Business is English. All responses to this RFP will be in English.
• The Asia School of Business reserves the right, at its sole option, and for its convenience, to accept and/or reject any RFP, in whole or in part, for any or no reason.
• By issuing this RFP, ASB does not imply or give any assurance whatsoever that any proposals or quotes/price will be accepted.
• No contractual or other legal obligations arise on the part of ASB to any interested parties by this RFP until such time as a final, written agreement, if any, is subsequently entered into with the person.
• ASB reserves the right to conduct site visits, negotiate with interested agents, seek clarification regarding their responses and invite modifications to the quotes submitted.
• ASB retains the right to withdraw or modify this RFP at any time without notice and without obligation.
• ASB may waive compliance with the requirements of this RFP and consider a response that does not meet all of the requirements of this RFP.
• The interested agent’s response, including fees and charges, shall constitute a binding offer capable of acceptance in whole or in part by Asia School of Business and if selected will remain valid until such time as a final agreement is negotiated and executed.
• ASB may require interested agents to send representatives to ASB’s offices for interviews and presentations.
• ASB reserves the right to discontinue negotiations with any interested agent.
• All submissions become the property of the Asia School of Business, and will not be returned.
Neither Asia School of Business, its staff, representatives, nor any of its consultants or agents will be liable for any claims or damages resulting from solicitation, collection, review or evaluation of quotes.

Contact Information:
Email: ETA@asb.edu.my
Asia School of Business
Sasana Kijang 2, Jalan Dato Onn
50480 Kuala Lumpur,
Phone: +6 03 9179 4120
CONFIDENTIALITY UNDERTAKING provided to ASB Management Sdn. Bhd [hereinafter referred to as “ASB”] with Registered Address at:

Unit No. 50-8-1
8th Floor, Wisma UOA Damansara
50, Jalan Dungun, Damansara Heights
Kuala Lumpur
Wilayah Persekutuan

Postcode: 50490

This CONFIDENTIALITY UNDERTAKING is made and effective ......................... 2020 [Effective Date].

.......................................................................................................................
[Receiving Party] UNDERTAKES to comply with the terms contained in this Confidentiality Undertaking.

ASB is disclosing to the Receiving Party confidential information in this Request For Proposal (RFP) document to enable the Receiving Party to prepare and submit a proposal to ASB in relation to providing “Travel Agents, for Asia School Of Business and its community “[Required Services].

Because of the confidential nature of such information, the Receiving Party agrees and undertakes to treat these disclosures as being subject to the following conditions:

1. DEFINITIONS

   a. “Undertaking” refers to this Confidentiality Undertaking.

   b. “Confidential Information” is defined as any or all information disclosed by the Disclosing Party to the Receiving Party and may include amongst others, information pertaining to ASB, data, pricing, products, customers, suppliers, personally identifiable information, know-how, strategies, programs, processes, practices, and information that that Disclosing Party receives from third parties. Such confidentiality obligations apply without limitation to written documentation, oral disclosures, disclosures made by visual observation, and disclosures in electronic form.
c. The “Disclosing Party” is the party who is disclosing Confidential Information to the Receiving Party. In this Undertaking, the Disclosing Party is ASB.

d. The “Receiving Party” is the party receiving Confidential Information under this Undertaking from the Disclosing Party for the Purpose.

e. “Party” refers to either the Disclosing Party or the Receiving Party.

f. “Parties” refer to both the Disclosing Party and the Receiving Party.

g. The “Purpose” is solely to enable the Receiving Party to prepare their proposal in response to the RFP to ASB.

h. The “RFP” refers to the Request For Proposal document for Travel Agents services for Asia School of Business and its community.

i. “Effective Date” the date on which this Undertaking shall begin to take effect including the day of the Effective Date itself.

2. PURPOSE

The purpose of this Undertaking is to allow the Receiving Party access to Confidential Information as defined herein, providing amongst others, details pertaining to ASB’s Operations. ASB’s values and emphasis, ASB’s assets, ASB’s staff, ASB’s students, companies and people working or connected to ASB in any manner etc., for the sole purpose of responding to the RFP. By signing this letter, the Receiving Party states that it will keep all Confidential Information in strict confidence and only use the Confidential Information for the sole purpose of preparing a proposal to ASB in response to this RFP. Further the Receiving Party warrants that all parties that is connected with it e.g. employees, partners, subcontractors, vendors, agents, clients etc. (collectively hereinafter referred to as the “Bidder”) will be similarly bound by the terms of this Confidentiality Undertaking.

3. DISCLOSURE

The Bidder shall not publish, distribute, or make and/or retain copies, or disclose to any third party, any Confidential Information, except to such extent as may be necessary to carry out the Receiving Party’s response to the RFP.

4. INDEMNIFICATION
Receiving Party agrees to indemnify and hold harmless ASB, its officers and employees and agents from and against any and all liability, damages, claims, suits, liens and judgments (including reasonable attorney’s fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of the Bidder, its subcontractors or its respective agents, servants, or employees or such parties’ related to Confidential Information.

5. REMEDIES

The Receiving Party agrees that the Confidential Information disclosed in the RFP is of special, unique and intellectual character, the loss of which cannot be reasonably or adequately compensated in damages, in an action at law. Accordingly, it is agreed that the Disclosing Party be entitled to seek an injunction or injunctions to prevent breaches of this Undertaking in any court having jurisdiction, this being in addition

6. RETURN

At the termination of this Undertaking, or within thirty (30) days of receipt of a written request from the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including but not limited to, all such related printed and reproduced material and information of the Receiving Party and Bidder.

7. NOTICES

a. All notices which are required to be given by this Undertaking shall be in writing and shall be delivered to the registered address of either Party.

b. Any change of registered address of either Party shall be notified to the other Party.

8. SUCCESSOR BOUND

This Confidentiality Undertaking shall be binding on the Receiving Party and their respective successors and permitted assigns.

9. ASSIGNMENT

The Receiving Party shall not be entitled to assign this Undertaking, in whole or in part, or any of its rights and obligations under this Undertaking, without prior written consent of the Disclosing Party.
10. GOVERNING LAW

This Undertaking shall be governed by and interpreted in accordance with the laws of Malaysia and Receiving Party agrees to submit to the exclusive jurisdiction of the courts in Malaysia.

11. VARIATION

This Undertaking shall not be amended, altered, changed, or otherwise modified.

12. AUTHORITY TO BIND FIRM TO THIS UNDERTAKING

Person signing this Undertaking must show title or authority to bind the Receiving Party to this Undertaking. Name and authorized signature must appear below. Those authorized to sign are as follows:

a. If a sole proprietorship, the owner may sign
b. If a partnership, any partner may sign
c. If a limited liability company, 2 authorized officers are to sign, one of whom shall be a director. An authorized officer may be:
   i. A director of the company
   ii. A secretary of the company
   iii. Any person approved by the Board

1. Signed for and on behalf of
   .................................................................
in the presence of: .................................................................
   [name and designation]

   .................................................................
   [name and designation]
2. Signed for and on behalf of 
...................................................
in the presence of: .......................................................... 
[name and designation] 

..........................................................
[name and designation]