

## **REQUEST FOR PROPOSALS**

### **Provision of Air Ticketing Services for the UNDP and the other UN Agencies on Long Term Basis**

**Jerusalem**



**United Nations Development Programme**

March, 2017

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

### Section 1. Letter of Invitation

March 30, 2017

#### Provision of Air Ticketing Services for the UNDP and the other UN Agencies on Long Term Basis

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for the Financial Capability Situation
- Section 9 – Acknowledgement Letter
- Section 10 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposals, in separate sealed envelopes, should be submitted in accordance with Section 2.

If interested to submit a proposal for the subject services, you are kindly requested to submit an acknowledgment letter (Form found in section#9) to UNDP to the following email address:

**proc9.papp@undp.org**  
**Attention: Procurement Unit**

The letter should be received by UNDP no later than **9 April 2017**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

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

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

Yours sincerely,  
Khaled Shahwan  
Deputy Special Representative  
(Operations) – UNDP/PAPP



Handwritten signature in blue ink.

Handwritten initials 'RR' and a signature in blue ink.



RFP-2016-292

## **Section 2: Instruction to Proposers**

### **Definitions**

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the



RFP-2016-292

objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

#### **A. GENERAL**

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, 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;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.



RFP-2016-292

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
  - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

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

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

### **10. Clarification of Proposal**

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.



RFP-2016-292

## **11. Amendment of Proposals**

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

## **C. PREPARATION OF PROPOSALS**

### **12. Cost**

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

### **13. Language**

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

### **14. Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

### **15. Technical Proposal Format and Content**

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating



RFP-2016-292

in the RFP as a Joint Venture or Consortium.

- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

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

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;





RFP-2016-292

- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## **16. Financial Proposals**

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

## **17. Currencies**

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

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

Proposals submitted by two (2) or more Proposers 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
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.





RFP-2016-292

## **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

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

- a) That, in the case of a Proposed offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

## **19. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; 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.

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

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

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

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

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

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



RFP-2016-292

presentation of their individual credentials.

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

## **20. Alternative Proposals**

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

## **21. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## **22. Proposer's Conference**

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

## **D. SUBMISSION AND OPENING OF PROPOSALS**

### **23. Submission**

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and



RFP-2016-292

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

23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

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

#### **24. Deadline for Submission of Proposals and Late Proposals**

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

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

#### **25. Withdrawal, Substitution, and Modification of Proposals**

25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, 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 Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".



RFP-2016-292

- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **26. Proposal Opening**

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

The Proposers' 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 Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

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

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

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

## **E. EVALUATION OF PROPOSALS**

### **28. Preliminary Examination of Proposals**

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

### **29. Evaluation of Proposals**

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

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their



RFP-2016-292

responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

<u>Rating the Technical Proposal (TP):</u>	
<b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100	
<u>Rating the Financial Proposal (FP):</u>	
<b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100	
<u>Total Combined Score:</u>	
$\frac{(TP \text{ Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (FP \text{ Rating}) \times (\text{Weight of FP, e.g., 30\%})}{}$	
<b>Total Combined and Final Rating of the Proposal</b>	

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

- Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;



RFP-2016-292

- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### **30. Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

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

### **31. Responsiveness of Proposal**

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

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

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

### **32. Nonconformities, Reparable Errors and Omissions**

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

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

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

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;



RFP-2016-292

- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

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

### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

### **35. Right to Vary Requirements at the Time of Award**

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

### **36. Contract Signature**

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

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.





### **37. Performance Security**

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

### **38. Bank Guarantee for Advanced Payment**

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

### **39. Vendor Protest**

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>



RFP-2016-292

**Instructions to Proposers  
DATA SHEET**

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Provision of Travel support Services
2		Title of Services/Work:	Provision of Air Ticketing Services for the UNDP and the other UN Agencies on Long Term Basis
3		Country / Region of Work Location:	Jerusalem , oPt
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	Time: <b>11 a.m.</b> Date: <b>10 April 2017</b>  Venue: <b>UNDP/PAPP office in Jerusalem</b> Address :United Nations Development Programme (UNDP/PAPP) 3 Ya'qubi Street , Jerusalem Tel: 02-6268200 Contact person: Procurement Analyst / proc9.papp@undp.org
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required

# United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
10	B.9.5	Acceptable forms of Proposal Security	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Not applicable
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (US\$) <i>UN Operational Exchange Rate shall be applied, if needed, under this process</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	Any enquiries received on or before <b>11 April 2017</b> , will be documented & sent to interested bidders / Posted on the designated website on <b>12 April 2017</b> . No inquiries will be accepted after <b>11 April 2017</b> .
17	B.10.1	Contact Details for submitting clarifications/questions <sup>1</sup>	Focal Person in UNDP: the Procurement Analyst Address: 3 Ya'qubi Street, P.O.Box 51359 Jerusalem 91191 / Fax No. :02-6268222 E-mail address dedicated for this purpose: <b>proc9.papp@undp.org</b>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website <i>[specify exact URL Address]</i>
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: <b>One hard copy</b> (technical & financial proposals in separate sealed envelopes) Copies: One soft copy of the technical proposal in the PDF format on CD/DVD or USB flash drive

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

# United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

DS No.	Cross Ref. to Instruc-tions	Data	Specific Instructions / Requirements
10	B.9.5	Acceptable forms of Proposal Security	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Not applicable
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (US\$) <i>UN Operational Exchange Rate shall be applied, if needed, under this process</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	Any enquiries received on or before <b>11 April 2017</b> , will be documented & sent to interested bidders / Posted on the designated website on <b>12 April 2017</b> . No inquiries will be accepted after <b>11 April 2017</b> .
17	B.10.1	Contact Details for submitting clarifications/questions <sup>1</sup>	Focal Person in UNDP: the Procurement Analyst Address: 3 Ya'qubi Street, P.O.Box 51359 Jerusalem 91191 / Fax No. :02-6268222 E-mail address dedicated for this purpose: <b>proc9.papp@undp.org</b>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by Posting on the website <a href="http://procurement-notices.undp.org/view_notice.cfm?notice_id=36676">http://procurement-notices.undp.org/view_notice.cfm?notice_id=36676</a>
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: <b>One hard copy</b> (technical & financial proposals in separate sealed envelopes) Copies: One soft copy of the technical proposal in the PDF format on CD/DVD or USB flash drive

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

# United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			Submissions must be identical and include all required documents. In the event of any discrepancies, the "original proposal" submitted in hard copy shall govern.
20	D.23.1 D.23.2 D.24	Proposal Submission Address	UNDP/PAPP office 3 Ya'qubi Street, P.O.Box 51359 Jerusalem 91191 Tel: +972 (2) 626 8 200
21	C.21 D.24	Deadline of Submission	Date and Time : <b>April 25, 2017 3:00 PM</b>
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery only
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Not applicable
24	D.23.1	Date, time and venue for opening of Proposals	Not applicable
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> <b>Stage #1 : Non-Discretionary "Pass/Fail" criteria on the mandatory technical requirements</b> <input checked="" type="checkbox"/> <b>Stage #2: detailed technical evaluation of proposals that passed stage #1 to identify qualified Proposals (i.e., offers that are rated 70% and above)</b> <input checked="" type="checkbox"/> <b>Stage # 3 : open the financial proposals of qualified proposers that passed stage #2, and calculate the total weighted financial offer (see section 7 for details on financial evaluation)</b> <input checked="" type="checkbox"/> <b>Award the contract to the offerer who submitted a technically qualified Proposal (i.e., offer that is rated 70% and above) and the LOWEST total weighted financial offer as per financial evaluation formula shown in see section 7.</b>



RFP-2016-292

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured.</p> <p><input checked="" type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation.</p> <p><input checked="" type="checkbox"/> Written power of attorney, authorizing the signatory of the bid to commit the Bidder;</p> <p><input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory</p> <p><input checked="" type="checkbox"/> <b>Copy of IATA Certificate of Accreditation;</b></p> <p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years</p> <p><b>In case a Bidder has a quick ratio of less than one (1), UNDP shall verify financial capacity of the bidder and had the authority to seek references from concerned parties &amp; banks on the bidder's financial standing. UNDP reserves the right to reject any proposal if submitted by a firm which investigation leads to a result that it is not financially capable or has serious financial/liquidity problems. Furthermore, UNDP reserves the right to request from the offeror an official bank credit letter (An Official letter from bidder's bank certifying the actual approved credit facilities ceiling and balances of all active accounts within the bank)</b></p> <p><input checked="" type="checkbox"/> List of corporate clients highlighting similar contracts for clients of comparable business nature and size as UNDP/UN</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance or Letters of Recommendations from the Top three Clients or business</p>



RFP-2016-292

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>Partners</p> <p><input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details)</p> <p><input checked="" type="checkbox"/> Letter of good standing from Bidder's bank</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p> <p><input checked="" type="checkbox"/> Copies of licenses and membership certificates in global travel management associations (if any/available);</p>
27		Documents Submitted to Establish Eligibility	<p><b>Minimum Eligibility Criteria</b> (for the travel agency) :</p> <p>a) Valid business registration certificate</p> <p>b) Valid IATA <b>Certificate of Accreditation</b></p> <p>c) The vendor should have a minimum average annual ticket turnover (<b>volume of sales</b>) equivalent to <b>USD 200,000</b> during the past 5 years</p> <p>d) Minimum of 5 years of experience in Air Ticketing Services including with reputable clients - Minimum 5 years of agency establishment.</p> <p>e) At least one Letter of Satisfactory Performance from the top client in terms of contract value (in the last 5 years)</p> <p>f) Availability of Senior travel expert (to be assigned as focal person for the resulting LTA agreement) with a minimum of 5 years proven &amp; relevant experience ( with air ticket issuance experience) -with Certificate or diploma in travel management services (at least one certificate or diploma in air tickets booking system) /Certificate in Ticketing and Reservation.</p> <p>g) Availability of a minimum of <b>one</b> booking system; Reservation Booking Systems / computer reservation system/ airline reservation system</p>
28	C.15	Structure of the Technical Proposal	<p><input checked="" type="checkbox"/> Signed Bid Submission form. (Section 4)</p> <p><input checked="" type="checkbox"/> Technical Requirements (Section 6)</p> <p><input checked="" type="checkbox"/> Documents in 26 and 27 above.</p> <p><input checked="" type="checkbox"/> Provided documents should be in line with Bid Data sheet requirements.</p>





RFP-2016-292

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
29	C.15.2	Latest Expected date for commencement of Contract	June 1, 2017
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Long Term Agreement for an initial period of one year, subject to extension for another period of two years upon satisfactory performance and upon mutual agreement.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> <b>One Proposer only</b>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p><b>Award Criteria</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Non-discretionary "Pass" or "Fail" rating on the In/out eligibility criteria checklist shown on the following pages</li> <li><input checked="" type="checkbox"/> Technical evaluation of proposals that passed mandatory criteria checking stage to identify qualified Proposals (i.e., proposals that are rated 70% and above)</li> <li><input checked="" type="checkbox"/> Lowest financial offer of technically qualified Proposals</li> </ul> <p><b>The contract shall be awarded to the technically qualified Proposer who quoted the <u>lowest</u> total weighted financial offer as per formula shown in section 7.</b></p> <p>See Tables below for scores distribution.</p>
33	E.29.4	Post-Qualification Actions UNDP reserves the right to conduct any or all of the Post-Qualification Actions listed	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</li> <li><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</li> <li><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li><input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</li> </ul>
34		Conditions for Determining Contract Effectivity	Winning proposer signature of the long term agreement within (7) days from the date of receipt of the agreement

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
35		Other Information Related to the RFP	Before award of the contract to the successful firm , UNDP reserves the right to conduct an interview with their proposed senior travel expert as to ascertain his/her declared competencies and qualifications and his/her ability to perform the required services. If the expert is found by UNDP as not qualified, bidder is obligated to propose another qualified candidate for consideration. Failure to provide a qualified and competent expert may cause rejection of the offer.

### In/out eligibility criteria checklist

In/out eligibility criteria	Compliant		Comments
	Yes	No	
Valid business registration certificate			
Valid IATA <b>Certificate of Accreditation</b>			
The vendor should have a minimum average annual ticket turnover ( <b>volume of sales</b> ) equivalent to <b>USD 200,000</b> during the past 5 years			
Minimum of 5 years of experience in Air Ticketing Services including with reputable clients - Minimum 5 years of agency establishment.			
At least one Letter of Satisfactory Performance from the top client in terms of contract value (in the last 5 years)			
Availability of Senior travel expert (to be assigned as focal person for the resulting LTA agreement) with a minimum of 5 years proven & relevant experience (with air ticket issuance experience) -with Certificate or diploma in travel management services (at least one certificate or diploma in air tickets booking system) /Certificate in Ticketing and Reservation.			
Availability of a minimum of <b>one</b> booking system; Reservation Booking Systems / computer reservation system/ airline reservation system			

The "yes" answer must be substantiated with documentary proof.

**Note: if the travel agency is not compliant in one or more of the above listed mandatory requirements, then its proposal won't be evaluated against the criteria shown below and will be rejected as non-compliant offer.**

# United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

Summary of Technical Proposal Evaluation Forms		Score Weight	Maximum Points Obtainable
1.	Reputation, Experience and Capability of Travel Agency	40%	400
2.	Work Approach and Personnel Competence	30%	300
3.	Qualifications and Experience of Senior Travel Expert	30%	300
<b>Total</b>			<b>1000</b>

Technical Proposal Evaluation Form 1			Maximum Points obtainable	
Reputation, Experience and Capability of Travel Agency				
1.1	<b>Reputation of Travel Agency:</b>			60
	Financial Soundness / Liquidity (if QR>1) If Quick ratio (QR) < 1 – zero points		30	
	Reliability (References, and letters of recommendations) (10 points for each letter up to 3 letters)		30	
1.2	<b>Professional Experience:</b>			110
	Years of existence 5 years : 30 points 6-10 years : 40 points > 10 years : 50 points		50	
	Years of IATA membership/accreditation 1-2 years : 10 points 3-5 years : 15 points > 5 years : 30 points		30	
	Years of experience with UN Agencies in oPt and/or other international Organizations, Embassies, multinational corporations 1-2 years : 10 points 3-5 years : 20 points >5 years : 30 points		30	
1.3	<b>Travel Agency Capability:</b>			230
	Size of Agency (capital, branch offices, number of employees)		30	
	<b>Volume of sales (number of air tickets issued, annual air tickets turnover)</b>			
	• < 200 air tickets issued annually : Zero points • 200 air tickets issued annually : 30 points • 300 air tickets issued annually : 40 points		40	
	• More than 300 air tickets issued annually (2.5 points for every additional 100 air tickets, but no more than 10 points)		10	
	• Average Annual ticketing sales volume / turnover of USD 200,000 (minimum requirement)		40	

# United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

Technical Proposal Evaluation Form 1		Maximum Points obtainable	
	• Average Annual ticket sales volume/ turnover of more than USD 200,000 (5 points for every additional 50,000 USD turnover, but no more than 10 points)	10	
	Electronic ticketing service provision / E-ticket system	40	
	Availability of at least 1 Reservation Booking Systems / computer reservation system/ airline reservation system (minimum requirement) e.g. <b>Amadeus, or Galileo, or Sabre</b>	15	
	- Availability of additional booking systems – 5 points per every additional system, but no more than 15 points	15	
1.4	<b>Organizational Commitment to Sustainability (see below scores allocation)</b>	<b>30</b>	
			<b>400</b>

## Additional checklist for sustainable criteria (please check (yes/no) below where/if applicable)

Organization is compliant with ISO 14001 or ISO 14064 or equivalent	<b>20</b>	
Organization is a member of the UN Global Compact	<b>5</b>	
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>5</b>	

\*When the answer is yes to any of the above, then please elaborate on the respective criteria. The “yes” answer, must be substantiated with evidence. Answers that are not substantiated with evidence will be marked ZERO (0).

Form 2. Work Approach and Personnel Competence		Points obtainable	
<b>Work Approach, Quality Assurance:</b>			
Approach to the services required and Management Plan for providing services to the UN Agencies in oPt/Jerusalem		<b>100</b>	
Appropriateness of internal quality assurance, corporate standards and workflow organization		<b>100</b>	
<b>Personnel Competence (average experience of managers, average experience of travel staff members):</b>		<b>100</b>	
•	5 years of management experience for company manager (minimum requirement)	30	
•	more than 5 years of experience for company manager (2 point for every additional year of experience, but no more than 20 points)	20	
•	3 years of average experience for corporate travel staff members (2 travel experts) Certificates in Ticketing and Reservation with not less than 3 years of experience in performing reservations and ticketing duties, Proficient in Microsoft Excel and Word; Excellent communication skills; English Language.	30	
•	more than 3 years of experience for corporate travel staff members (2 point for every additional year of experience, but no more than 20 points)	20	
<b>Total Form 2</b>		<b>300</b>	

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

<b>Form 3. Qualifications and Experience of Senior Travel Expert</b> (proposed to be assigned as focal person to deal with UNDP and other UN agencies )			<b>Points obtainable</b>
<b>Qualifications and Skills:</b>			<b>150</b>
•	Certificates or diplomas in travel management services (at least one certificate or diploma in air tickets booking system) /Certificate in Ticketing and Reservation	85	
	- Additional certificates in booking/reservation systems: 5 points per every additional certificate, but no more than 15	15	
•	IATA certified travel expert	20	
•	Skills (Computer Skills ; computer reservations systems -Amadeus, or Galileo, or Sabre, Word, Excel)	20	
•	English language proficiency	10	
<b>Professional Experience:</b>			<b>150</b>
•	5 years of experience in Air Ticketing / selling air tickets (minimum requirement)	100	
•	more than 5 years of experience in Air Ticketing services (5 points for every additional year, but no more than 50 points)	50	
<b>Total Form 3</b>			<b>300</b>

\*Any Technical Proposal falling below 700 points will be disqualified, and related financial proposal will be disregarded. The price schedule of the Proposals will be opened and evaluated only for submissions that passed/attained the minimum technical score of 70% of the obtainable score of **1000** points in the evaluation of the technical proposals.



---

### **Section 3: Terms of Reference (TOR)**

---

#### **Long Term Agreement for the Provision of Air Ticketing Services for the UNDP and the other UN Agencies on Long Term Basis**

##### **A. Background**

In order to achieve further time and cost efficiency from economies of scale while ensuring outstanding quality of service, the UNDP/PAPP, wishes to enter into a Long Term Agreement with one Travel Agency to serve all its Air Ticketing services.

The Long Term Agreement (LTA) with the most competent Agency will serve the UNDP and other UN Agencies working in the oPt for its air ticketing services.

Travel, as referred to in the TOR, shall apply to all journeys of UNDP/UN staff from one place to another for official business purposes. These official purposes include, but need not be limited to, to the following:

- Official missions, meetings and various events;
- Interviews of applicants / candidates for employment;
- Appointment and repatriation of staff and family members;
- Home leaves, emergency travels, and educational leaves; and
- Visit to project sites, by UNDP staff, Government and counterparts, or other entities.

##### **B. UN/UNDP Travel Policy**

Current air travel policy requires the Travel Agents in all cases to book the most direct and economical routes and to research alternate itineraries (at least three options, if available) in order to provide the lowest appropriate fares, which satisfy the UN/UNDP travel policies and mission requirements. The UN travel policies embody the following basic principles:

- Where available, use of the lowest applicable fare (including penalty fares) is the preference;
- Full economy fares may be used if no appropriate reduced fares are available;
- Business class travel or equivalent may be applicable only in very limited situations;
- Travel regulations prohibit first-class travel except for a few specific categories;
- The Travel Agent must be knowledgeable of and prepared to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares which entail restrictive conditions (such as penalties or stayovers), however, shall only be booked with the express approval of UN Agency Authorized Staff;

The Travel Agent shall, where appropriate, attempt to obtain free business class and first class upgrades for UN/UNDP travelers. Any upgrades should be used for the cost-savings purposes.

**For more info on travel policy can be found by visiting the following link:**

**<https://popp.undp.org/SitePages/POPPChapter.aspx?TermID=4cecfbf6-ce1c-482d-842b-0f1d5f872eb4>**

##### **C. UN Agencies Travel Production Report for 2014-2016**

The annual value and volume of travel services procured by the UN Agencies in oPt during 2014-2016 is presented in Annex A to the Terms of Reference. These figures shall serve as indication of expected future business level, however UN Agencies in Jordan neither represent nor warrant that the selected Travel Agency



RFP-2016-292

will provide a guaranteed level of Travel Management Services hereunder, and UN Agencies do not guarantee any minimum quantity of Travel Management Services or procurement.

#### **D. Objective**

UNDP is hereby undertaking a solicitation of bid proposal from Travel Agencies who are interested to provide Air Ticketing Services regularly required by the UNDP/UN. All management and administrative products, current and emerging, which assist in the support of the authorized travel, fall within the scope of the proposal. The successful Offeror shall be contracted for this purpose for an initial period of one (1) year and renewable thereafter, upon satisfactory evaluation of performance up to a total of three (3) years (hereinafter referred to the Agreement Period).

The contract shall not set a minimum guarantee on volume sales on the part of the UNDP and UN Agencies, nor will the UNDP/UN or the travel agent be allowed to impose such a guarantee of volume any time before or during the life of the contract.

#### **E. Agreement Parameters**

- UNDP plans to negotiate a 3-year agreement with a vendor for the provision of ticketing services. The service standards to be provided must be of the highest order, and responses to specific criteria concerning service elements will be weighted heavily as detailed in **Section H**.
- UNDP will incorporate the agency's proposal as an addendum to the agreement.
- UNDP recognizes the importance of confidentiality of the data provided; the proposal information and the travel itineraries and reservations of its travellers. Accordingly, the selected agency must keep confidential all dealings with UNDP and the UN Agencies.
- This Request for Proposal is not to be construed in any way as an offer to contract with the Agency.
- UNDP is not committed to selecting any of the agencies submitting proposals.

#### **F. UNDP Roles and Responsibilities**

UNDP Travel Administrator (hereinafter referred to as "UNDP TA") shall serve as the focal point for the following:

- Issuance, answering questions, coordination of the applications, establish and review reports;
- Contract management; and,
- Obtain monthly/quarterly progress reports.

UNDP Procurement Analyst shall serve as a focal point for the following:

- LTA management;
- Conduct performance surveys; and,
- Perform random inspection of services, including verification of fares, rates, etc.

#### **G. Qualification of the Successful Travel Agency**

The successful Travel Agency shall have the following minimum qualifications:

- 1) Accredited **IATA** Travel Agency duly licensed from the relevant authority;
- 2) Operates as a travel agency for a minimum period of **5 years**;
- 3) Maintains a good track record in serving **corporate clients**; international organizations, embassies and medium to large multi-national corporations;
- 4) Financially capable of rendering services to UNDP; Offeror shall fill in the balance sheet for the past (2) fiscal years. UNDP/PAPP will check the financial accounts to compute the **quick ratio**. Quick ratio tests the





RFP-2016-292

company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities.

- 5) Maintains facilities of **on-line** automated reservation and ticketing program (e.g. **Amadeus, or Galileo, or Sabre**), international ticketing and ticket printing facilities;
- 6) Employs competent and experienced **travel experts**, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae;
- 7) Willing and able to guarantee the delivery of products and services in accordance with **performance standards** required under **Section H** of this TOR.

The successful travel agency shall be required to devote **one (1) personnel** with the following minimum qualifications:

- 1) Senior travel expert with a certified diploma degree in ticketing/travel expert and of minimum **five (5) years** of practical experience in operating the automated reservation and ticketing program;
- 2) Has adequate authority to make decisions for the timely resolution of problems;
- 3) The travel expert shall maintain operations necessary to support UNDP after working hours if so require for emergency situation.
- 4) The travel expert shall have **full access** of service and necessary delivery of tickets as required by UNDP to the required destinations; and

She/he will be responsible for the management of ticketing services to UNDP the entire period set for this contract. The travel agency shall have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service at all times under the contract. If the Travel Agency decided to terminate the services of the Travel Expert, the Travel Agency must notify UNDP one month in advance and attach to that letter the Curriculum Vitae of the succeeding proposed travel expert. UNDP has the right to reject the newly nominated travel expert if not competent enough to handle the management of the travel services. In the event of failing to assign experienced personnel, then UNDP shall have the right to terminate the contract.

**The Senior Travel Expert proposed by the offerors may be interviewed by a committee for technical validation.**

#### **H. Scope of service and Expected Outcomes**

The Travel Agency shall provide full, prompt, accurate and expert international travel products and services to staff of the UNDP. The products and services include, but are not limited to, the following:

##### **1) Reservation and Ticketing**

- For every duly approved UNDP Travel Authorization, travel agency shall immediately propose **three (3) tickets** of different appropriate itineraries and/or different appropriate airfares, make bookings and prepare formal quotation based on the lowest fare and the most direct and convenient routing; if reservations made by the travel agency are not at the lowest available rate allowed, at the time of ticketing, the Travel Agency shall refund the difference to UNDP.
- In the event that required travel arrangement cannot be confirmed, travel agency shall notify UNDP of the problem and present another three (3) alternative routings/quotations for considerations;
- For wait-listed bookings, travel agency shall provide regular daily feedback on status of the flight;
- 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;



RFP-2016-292

- Travel agency shall promptly issue and deliver accurate tickets and detailed itineraries, (in electronic format) showing the accurate status of the airline on all segments of the journey;
- Travel agency shall provide information on airline tickets schedules;

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

- Upon the request of UNDP TA for a new requirement, the travel agency must provide minimum three itineraries, showing the recommended one.
- 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 specifically required by UNDP as business class where travel time exceeds nine (9) hours in duration with a maximum four (4) hours break between flight segments);
- Travel agency shall ensure that tickets issued are in accordance with entitlements prescribed in UNDP Travel Authorization;
- Travel agency shall advise market practices and trends that could result in further savings for UNDP, 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;**

## 3) **Travel Information / Advisories**

- Travel Agency shall provide UNDP TA with a complete automated itinerary document to include carrier(s), flight and voyage numbers, departure and arrival times (s) for each segment of the trip, tax exempt information, etc.;
- Travel Agency shall inform UNDP TA, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, hidden stops, and other inconveniences of the itinerary and provide required documentation for travels;
- Travel Agency shall provide, upon request, UNDP TA 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.; and
- Travel Agency shall promptly notify UNDP TA 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;

## 4) **Billing and Invoice**

- Travel Agency shall send an itemized official invoice to UNDP on a monthly basis as per date agreed by both parties (end/mid of month) for all transactions that took place in the preceding month. The invoice shall reflect the actual cost as offered by the airlines. UNDP shall provide payment to the Travel Agency by means of bank transfer after the approval of transactions. The invoice shall be submitted to UNDP along with the following table in addition to copies of the tickets requested by UNDP/PAPP.

The table shall include the following information:

#	Ticket number	Airline	Date issued	Staff name	Destination	Ticket Cost*
1						



RFP-2016-292

2						
3						
etc						
x	Grand Total (USD)					-----

- Travel Agency will open a credit account for each Agency and Business Unit that requests its services. A statement of account will be issued and delivered twice a month to every Agency the travel focal point. Each Agency will process the corresponding payment within 30 days of receipt and will send a detail of invoices being settled to the Travel Agency Accounting Dept. Each Agency represents itself, and will not be liable for commitments assumed by other United Nations Agencies

#### 5) **Flight Cancellation / Rebooking and Refunds**

- Travel Agency shall process duly authorized flight changes / cancellations when and as required;
- Travel Agency shall immediately process airline refunds for cancelled travel requirements / unutilized pre-paid tickets and credit these to UNDP as expeditiously as possible (if applicable);
- Travel Agency shall refund tickets within three (3) months only (shorter period than 3 months offered will be an advantage);
- Travel Agency shall limit refund charges at airline rate only, i.e. no additional charges will accrue to the Travel Agency;
- Travel Agency shall bear charges for cancellation and / or change in reservation dates, which are due to no fault of UNDP;
- Travel Agency shall report back to UNDP on the status of ticket refunds.

#### 6) **Management Reporting System**

Travel Agency shall submit a report on a quarterly regular basis to UNDP Procurement Analyst to include the minimum following information:

- Production Statistics (per UN Agency Office and consolidated format);
- statistics on the issued/rejected tickets and the reason for rejections;
- Carrier – Route – Fare / Volume of Business;
- Status of ticket refunds per UN Agency;
- Complaint Analysis; and
- Changes and Update on promotions, policy changes, etc, immediately upon the receipt of the advice.
- Proposed **Itineraries to include service fees for any cancellation/changes in booking (if occurs)**

#### I. **Award of Long Term Agreement**

**The contract shall be awarded to the technically qualified Proposer who quoted the lowest total weighted financial offer as a result of the Financial Evaluation.** A Proposer shall be considered technically qualified if its Proposal has achieved the minimum passing technical score (700 points) out of the maximum obtainable score of 1000 points in the Technical Evaluation. The Financial Evaluation methodology is described in Section 7 (Financial Proposal Form).

The Agreement represents an offer on the part of the successful travel agency to provide UNDP with specific services against the fixed fee for the duration of the Agreement and under the Terms and Conditions detailed. It shall not represent a contract in itself, nor obliges UNDP to any financial commitment whatsoever. Duly Approved UNDP Travel Authorization made pursuant to such Agreement and only for the destinations stipulated therein



RFP-2016-292

will constitute a commitment on UNDP part.

UNDP reserves the right to discontinue the Long Term Agreement if the Contractor's performance is not satisfactory to UNDP.

#### J. Performance Standards and Service Level Guarantee

The contracted travel agent shall perform its services and deliver its products in accordance with the herein prescribes minimum performance standards set by the UNDP:

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Airline Reservation	Accuracy	Ability to perform task completely and without error	<u>Zero-error</u> in passenger records/airline bookings/fare computation/routing
	Speed and Efficiency	Ability to deliver product or service promptly	For confirmed bookings, <u>within three hours</u> from time of request For wait-listed bookings, <u>update every day</u>
2. Issuing Tickets	Accuracy	Ability to perform task completely and without error	<u>Zero-error</u> in printing/issuing tickets and/or cancellation of travel due to incomplete travel documents
	Timeliness of issuance	Ability to deliver service promptly	<u>Immediately</u> after receiving UNDP travel authorization
3. Travel Documentation	Clarity/Accuracy	Ability to ascertain requirements for various destinations/nationalities; Ability to deliver service promptly.	<u>Within max three days</u> from time of confirmed booking. <u>Zero-incident</u> of complaints/cancellation of travel due to incomplete travel documents
4. Billing	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error/no discrepancy</u> between invoices and attachments
	Clarity	Ability to generate bills that are transparent and easy to understand	<u>Zero&gt;Returns</u> for clarification/explanation
5. Rates/Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards
	Best Value for money / due diligence	Ability to quote competitive fare	At levels same or lower than airline preferred rates. Guarantee that <u>one quotation is the lowest</u> obtainable fare

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

Product / Service	Performance Attribute	Definition	Standard / Service Level
	Willingness to assist UNDP negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent UNDP in dealings with airlines	Semiannual meetings to obtain competitive rates in the market and preferable fare conditions (i.e. ticketing, deadlines, etc.)
6. Service Quality	Accessibility	Ability to access or approach the Travel Agency	Telephone: accommodate all calls during operating working hours (Monday through Friday from 08:00 a.m. to 03:30 p.m.) Emergency: 24 hours Email: within two working days
	Responsiveness	Willingness to help the travelers	Regular coordination meetings with UNDP Travel Unit: quarterly
7. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	100% within one month from date of cancellation
	Complaint Handling	Ability to resolve complaints	Immediately take action to resolve any complains.
8. Communications	Awareness Level regarding Travel Agency Product and Services	Services and policies are communicated to UNDP	Frequency of meetings: Quarterly



RFP-2016-292

## K. Schedule of Required documents

Required Documents		Submitted	
		Yes	No
1.	<b><u>Travel Agency Profile:</u></b> <ul style="list-style-type: none"> <li>Agency profile;</li> <li>Copy of Valid IATA Certificate of Accreditation;</li> <li>Business registration certificate from relevant authorities.</li> <li>Tax Registration</li> </ul>		
2.	<b><u>Business References:</u></b> <ul style="list-style-type: none"> <li>List of Major Corporate Clients with yearly purchasing volume of US\$ 50,000 or more.</li> <li>At least three up-to-date Letters of Recommendations from corporate clients.</li> </ul>		
3.	<b><u>Financial Information:</u></b> Volume of Sales during for 2014, 2015 and 2016: <ul style="list-style-type: none"> <li>Annual international air tickets (number)</li> <li>Annual international air tickets (value US\$)</li> <li>Audited Financial Reports for the available recent two years.</li> </ul>		
4.	<b><u>Personnel Competence:</u></b> <ul style="list-style-type: none"> <li>Curriculum Vitae of :               <ol style="list-style-type: none"> <li>Office manager.</li> <li>Other staff members as available</li> <li>Full time travel expert qualified and competent to sell international air transportation</li> </ol> </li> </ul>		
5.	<b><u>Methodology of Contract Implementation:</u></b> <ul style="list-style-type: none"> <li>Describe the arrangements to take place in order to accommodate the contract of UNDP: issue tickets, accommodate urgent requests, handle claims, and maintain the submission of the quarterly reports.</li> <li>Describe in detail your ability to secure competitive airfares and /or negotiate airfares.</li> <li>State additional services and benefits that make your agency unique.</li> </ul>		
6.	<b><u>Commercial Terms:</u></b> <ul style="list-style-type: none"> <li>Proposal submission form signed and stamped.</li> <li>Price schedule signed and stamped.</li> <li>Written Power of Attorney, authorizing the signatory of the bid to commit the bidder.</li> </ul>		

The above checklist, filled-in, **must** be provided on separate sheet of paper. We would highly appreciate it if your checklist is clear and explicit as possible to facilitate ease of analysis/selection process, and to determine whether the documents are complete, properly signed, and whether the Proposals are generally in order.

Annex A to ToR

The latest statistics show that the volume of **Purchased Tickets Value (USD) over the last three (3) years as follows:**

No.	Year	Purchased Tickets Value (USD)
1	2014	435,703
2	2015	437,780
3	2016	482,946

These numbers may however increase or decrease based on actual demand fluctuations. The resulted LTA is the sole property of UNDP and no other party can use it without prior official approval from UNDP. The estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of UNDP regarding any quantity for future purchases. **Under the LTA, the UNDP does not guarantee any volume of services/purchases during the term of this Agreement.**

**Below are tabulations of air ticketing volume (both cost and quantity) per airliner covering the past 3 years**

2014 records	Royal Jordanian	Turkish Airlines	Air France	Egypt Air	Alitalia	Air Sinai	Qatar Airways	Ethiopian Airline	British Airways	Lufthansa	Swiss Airline	United Airlines	Austrian Airline	Emirates Airline	Easy Jet Airline	Delta	others	Total (USD)
Purchased Tickets Value (USD)	69,266	68,010	17,304	21,355	31,760	10,837	14,719	11,300	37,336	17,844	8,561	17,363	8,910	0	0	0	101,138	435,703.00
Number of Tickets issued per airliner	85	60	9	33	34	20	22	9	20	14	8	7	9	0	0	0	40	370
mean price per ticket (USD)	814.89	1,133.50	1,922.67	647.12	934.12	541.85	669.05	1,255.56	1,866.80	1,274.57	1,070.13	2,480.43	990.00				2,528.45	
2015 records	Royal Jordanian	Turkish Airlines	Air France	Egypt Air	Alitalia	Air Sinai	Qatar Airways	Ethiopian Airline	British Airways	Lufthansa	Swiss airlines	United Airlines	Austrian Airline	Emirates Airline	Easy Jet Airline	Delta	others	Total (USD)
Purchased Tickets Value (USD)	56923	73159.25	26303	21281	11984	12228	8051	10554	29849.5	8305	12371	24907	12721	10284	6213	7325	112,646	437780
Number of Tickets issued per airliner	84	53	16	31	18	15	8	9	30	19	7	6	12	9	11	2	74	402
mean price per ticket (USD)	677.65	1,380.36	1,643.94	686.48	665.78	815.20	1,006.38	1,172.67	994.98	437.11	1,767.29	4,151.17	1,060.08	1,142.67	564.82	3,662.50	1,522.25	
2016 records	Royal Jordanian	Turkish Airlines	Air France	Egypt Air	Alitalia	Air Sinai	Qatar Airways	Ethiopian Airline	British Airways	Lufthansa	Swiss Airline	United Airlines	Austrian Airline	Emirates Air	Easy Jet Air	Delta	others	Total (USD)
Purchased Tickets Value (USD)	73077	144029	11877	13711	29097	10784	8233	5345	16925	19389	4474	16155	0	16005	3223	3917	110,622	482946
Number of Tickets issued per airliner	72	100	17	18	35	15	6	6	12	14	6	6	0	13	5	2	137	462
mean price per ticket (USD)	1,014.96	1,440.29	698.65	761.72	831.34	718.93	1,372.17	890.83	1,410.42	1,384.93	745.67	2,692.50		1,231.15	644.60	1,958.50	807.46	





Empowered lives.  
Resilient nations.

RFP-2016-292

Totals	Royal Jordanian	Turkish Airlines	Air France	Egypt Air	Alitalia	Air Sinai	Qatar Airways	Ethiopian Airline	British Airways	Lufthansa	Swiss Airline	United Airlines	Austrian Airline	Emirates Airline	Easy Jet Airline	Delta	others	totals
Purchased Tickets Value (USD)	199,266	285,198	55,484	56,347	72,841	33,849	31,003	27,199	84,111	45,538	25,406	58,425	21,631	26,289	9,436	11,242	324,406	1,356,429
Number of Tickets issued per airliner	241	213	42	82	87	50	36	24	62	47	21	19	21	22	16	4	251	1,234
sales weight	15%	21%	4%	4%	5%	2%	2%	2%	6%	3%	2%	4%	2%	2%	1%	1%	24%	100%
Number of tickets weight	20%	17%	3%	7%	7%	4%	3%	2%	5%	4%	2%	2%	2%	2%	1%	0%	20%	100%
Mean price per ticket (USD)	836	1,318	1,422	698	810	692	1,016	1,106	1,424	1,032	1,194	3,108	683	791	403	1,874	1,619	1,178

---

#### Section 4: Proposal Submission Form<sup>2</sup>

---

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_ *[Please mark this*

*letter with your corporate seal, if available]*

---

<sup>2</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



**Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer**

Proposer Information Form<sup>3</sup>

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

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

<sup>3</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

14. Attached are copies of original documents of:

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

Joint Venture Partner Information Form (if Registered)<sup>4</sup>

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

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

<sup>4</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, *No* alterations to its format shall be permitted and no substitutions shall be accepted.

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

### 13. JV's Party Authorized Representative Information

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

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

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

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

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

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



## Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

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

**1.2. Financial Capacity:** Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

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

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



## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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

**2.1. Approach to the Service/Work Required:** Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

**2.2. Technical Quality Assurance Review Mechanisms:** The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

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

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

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

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

**2.7. Anti-Corruption Strategy:** Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

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

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

**2.10 Other:** Any other comments or information regarding the project approach and methodology that will be adopted.



### SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

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

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name Designation / Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name Designation / Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name Designation / Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b> I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
Signature of the Nominated Team Leader/Member		Date Signed





---

### Section 7: Financial Proposal Form<sup>5</sup>

---

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

UNDP envisages entering into a multiyear contract with one qualified Travel Agency for the provision of Air Ticketing Services. The Travel Agency, selected as a result of the present Request for Proposal, will pass on to the UNDP and other UN Agencies operating in the oPt the special fares/discounts and conditions offered by the air carriers and shall not expect to receive any standard or override commissions from the respective air carriers. For the services listed under (Scope of Services, Expected Outputs and Performance Standards) of Section 3 (Terms of Reference), the selected Travel Agency will charge the UNDP **fixed service fee per each issued ticket (regardless of the booking class or type of ticket)**. The level of the service fees shall remain fixed for the whole duration of the contract and shall apply for a whole itinerary per passenger, regardless of the number of connections/segments, or air carrier used.

- Based on the annual value and volume of air tickets procured by the UNDP and other UN agencies during the past three years (**historical spend statistics are provided in annexes to Section 3 – Terms of Reference**), proposers are requested to indicate the **service fee** which they will apply per ticket issued in the table below. Such service fees shall apply regardless of the air carriers (**knowing the said air carriers shall be security cleared as per relevant interventional and UN standards**). UNDP does not expect to pay any fees other than the services fees for each ticket.
- The contract will be awarded to the technically qualified offerors who quoted the **lowest financial offer** in accordance with below quotation table. Technically qualified bidders are :
  - those Offerors which passed the in/out mandatory criteria checking stage &
  - those Offerors whom Technical Proposal attained the minimum technical score of 70% (700 points) of the maximum obtainable score of 1000 points in the evaluation of the Technical Proposals

---

<sup>5</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

#	Air Carrier Company	Weight distributed by Annual Sales Volume per average ticket price per airliner – USD (a)	Uniform (non-conditional) Discount percentage rate to UN on ticket prices advertised/offered by Air Carrier (b)	Fixed Service Fee applied by Proposer per ticket Issued –one fee per air-carrier (c) (in USD)	Weight distributed accordingly to the average % of number of Annually Sold Tickets per airliner (d)	Weighted Financial Offer (a-(a*b)+c)*d
1	Royal Jordanian	836			20%	
2	Turkish Airlines	1,318			17%	
3	Alitalia	810			7%	
4	Egypt Air	698			7%	
5	British Airways	1,424			5%	
6	Air Sinai	692			4%	
7	Lufthansa	1,032			4%	
8	Air France	1,422			3%	
9	Qatar Airways	1,016			3%	
10	Ethiopian Airline	1,106			2%	
11	Emirates Airline	791			2%	
12	Swiss Airline	1,194			2%	
13	Austrian Airline	683			2%	
14	United Airlines	3,108			2%	
15	Easy Jet Airline	403			1%	
16	Others	1,619			20%	
					<b>Total weighted financial offer (USD)</b>	

*[Name and Signature of the Supplier's Authorized Person]*

*[Designation]*

*[Date]*

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

### Example- Calculation method for air carrier # 8:

**Discount offered (b) = 10%; Fixed Service Fee (c): US\$ 5 ;**

**Hence, Weighted Financial Offer for air carrier#8=  $(1422-1422*0.1+5) * 20\% = (1422-142.2+5)*20\% = (1279.8+5) * 20\% = \text{US\$ } 256.96$**

#### \*Notes:

1. Discount rates applies to both economy & business class travel/ air ticketing. Discounts will remain fixed and apply unconditionally throughout the duration of the LTA.
2. Quoted fixed service fees should be all-inclusive (including any applicable bank charges or any other applicable charges). Quoted ticket issuance fees are regardless of the airline e-ticket types (e.g. economy, business, One-Way, Return Ticket, etc.). (Including service for Cancellation and/or changes in flight itinerary in the same Airline)
3. Quoted service fees should be competitive, fair & reasonable. In case of high / unreasonable variance in quoted service fees, we reserve the right to normalize the rates without changing the total quoted price.
4. The listed statistics are based on most recent historical records and may change during the term of the LTA. The airlines included in the above tables are not-inclusive where additional and different airlines are likely to be required during the terms of the LTA depending on the actual needs.
5. **During the term of the LTA, the airfares will be determined based on the actual carrier rates as published at time of issuance.** Successful service provider to provide requester with proof document of purchase price from the air carrier or cancellation / changes. This also applies In case of different destinations that are not included in the table above.
6. The bidders shall also propose a mechanism for actual ticket cost verification/monitoring as well as passing on any discounts and other benefits to UNDP/UN agencies during the term of the LTA.
7. After contract award, the classification of tickets by economy class or business class travel will be determined in accordance with the UN Travel Rules and Regulations by the respective Travel Administrator of the UN Agency (see ToR for more details on travel rules).
8. All fees /rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 18 of the UNDP General Conditions for Contract.

## Section 8: Form of the Financial Capability Situation

---

**Company's Legal Name:** *[insert full name]*

**Date:** *[insert day, month, year]*

*Summarize actual assets and liabilities in US dollars equivalent for the previous most recent three years:*

Financial information in USD	Historic information for previous 2 years USD	
	Year 1	Year 2
<b>Information from Balance Sheet</b>		
Total Assets (TA)		
Total Liabilities (TL)		
Current Assets (CA)		
Inventory (IN)		
Cash and cash equivalents		
Accounts Receivables (AR)		
Current Liabilities (CL)		
<b>Information from Income Statement</b>		
Annual Turnover		
Profits Before Taxes (PBT)		
Quick Ratio (QR) <sup>i</sup> , calculated as QR=(Cash + AR) / CL	[insert QR]	[insert QR]



RFP-2016-292

## Section 9: Acknowledgement Letter

PLEASE TYPE OR PRINT LEGIBLY & RETURN VIA FAX NO.: +972 2 626 8222

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

Dear Khaled Shahwan,

### ITB-2016-292: Provision of Air Ticketing Services for the UNDP and the other UN Agencies on Long Term Basis

We the undersigned, acknowledge receipt of your Invitation to Bid for the provision of goods and services under subject and hereby confirm that:

a) ☐ we intend

☐ we do not intend

to submit a proposal to the United Nations Development Programme by the deadline.

<b>Names of our representative(s) designated for this engagement</b>		1. ....; and			
		2. ....			
<b>Firm/Company's name (Proposer):</b>					
<b>Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Signature of Authorized Representative:</b>					
<b>Name:</b>			<b>Title:</b>		
<b>Telephone No.:</b>		<b>Ext.:</b>		<b>Fax No.:</b>	
<b>Email address:</b>					

**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



*Empowered lives.  
Resilient nations.*

RFP-2016-292

---

**Section 10: Contract for Professional Services**

---

**[ATTACHED HERETO THE CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]**

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

### Contract for Professional Services

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of \_\_\_\_\_ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

#### 1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this Letter;
- b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;
- c) the Contractor's Proposal [ref....., dated .....]
- d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

#### 2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....	.....	.....	.....
------	-------	-------	-------

....	.....	.....	.....
------	-------	-------	-------

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



Empowered lives.  
Resilient nations.

RFP-2016-292

2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

**[LIST DELIVERABLES]**

**[INDICATE DELIVERY DATES]**

e.g.

Progress report ..../..../....

..... ..../..../....

Final report ..../..../....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

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

### OPTION 1 (FIXED PRICE)

#### 3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

MILESTONE

AMOUNT

TARGET DATE





RFP-2016-292

Upon..... ././.....

..... // .....

Invoices shall indicate the milestones achieved and corresponding amount payable.

### OPTION 2 (COST REIMBURSEMENT)

### 3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex \_\_\_\_\_ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for \_\_\_\_\_ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

#### 4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



*Empowered lives.  
Resilient nations.*

RFP-2016-292

UNDP's property in the Contractor's custody, rests with the Contractor.

4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of \_\_\_\_\_ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

### 5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....  
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

### 6. Time and manner of payment

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

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ **[NAME OF THE BANK]**

\_\_\_\_\_ **[ACCOUNT NUMBER]**

\_\_\_\_\_ **[ADDRESS OF THE BANK]**

### 7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ **[INSERT DATE]** and shall complete the Services within \_\_\_\_\_ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance

**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



*Empowered lives.  
Resilient nations.*

RFP-2016-292

of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

**For the Contractor:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

**[INSERT NAME AND DESIGNATION]**

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

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

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



*Empowered lives.  
Resilient nations.*

RFP-2016-292

### UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

#### 1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

#### 2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### 4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

#### 5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

#### 6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### 7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend,



RFP-2016-292

inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**



RFP-2016-292

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

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



RFP-2016-292

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.



RFP-2016-292

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of





RFP-2016-292

the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**



RFP-2016-292

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 SECURITY:**

**23.1** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.2** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall



RFP-2016-292

be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

#### **24.0 AUDITS AND INVESTIGATIONS:**

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

**24.2** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

#### **25.0 ANTI-TERRORISM:**

**25.1** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

#### **26.0 AUTHORITY TO MODIFY:**

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