



REQUEST FOR PROPOSALS

RFP/008/17

Long-Term agreement for the provision of travel management services for UNDP Country Office in Uzbekistan
and its projects

May, 2017

Section 1. Letter of Invitation

Tashkent, Uzbekistan

May 18, 2017

RFP/008/17: Long-Term agreement for the provision of Travel Management Services for UN Agencies in Uzbekistan

Dear Mr./Ms.:

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 – Standard Agreement for provision of Travel management Services, including General Terms and Conditions

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

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme
41/3, Mirobod Str., Tashkent, Uzbekistan; Email: pu.uz@undp.org
Attention: Procurement Unit

The letter should be received by UNDP no later than 16:00 Tashkent time June 15, 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.

BID conference will take place on June 02, 2017 at 11.00 at the UNDP Country Office building. All interested companies are invited to participate in the conference. Please inform us about your participation in the conference before 12.00 on 31 May 2017 at the abovementioned address.

Your offer in one outer envelope with tender reference “RFP/008/17 Travel Management Services” comprising of technical proposal and financial proposal, in separate sealed envelopes with marking as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” should be submitted in accordance with Section 2 and reach on or before **14.00 pm local time (GMT+5), 19 June 2017** by courier and e-mail to the address below:

**United Nations Development Programme
41/3, Mirobod Str., Tashkent, Uzbekistan;
Email: bids.uz@undp.org**

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.

Sincerely,

Procurement Unit

UNDP CO Uzbekistan

Section 2: Instruction to Proposers¹

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.

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet.

- 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 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/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ 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.

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://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.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.

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 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;
- 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.

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 Proposer 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 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 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”.
- 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 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:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \\ & \hline & \text{Total Combined and Final Rating of the Proposal} \end{aligned}$$

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 :

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

- ongoing or previous contracts completed;
- 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;

- 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/procurement_protest/ 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/procurement/protest.shtml>

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. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	UNDP on behalf of UN Agencies in Uzbekistan
2		Title of Services/Work:	Provision of Travel Management Services to UN agencies in Uzbekistan on Long Term Agreement basis
3		Country / Region of Work Location:	Uzbekistan / Central Asia
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Russian
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"/> Not Allowed.
7	C.22	A pre-proposal conference will be held on:	Time: 11:00 am Tashkent time Date: 02 June 2017 Venue: UNDP CO Conference hall The UNDP focal point for the arrangement is: Procurement unit Address: 41/3, Mirobod Str., Tashkent, Uzbekistan Telephone: +998 71 1203450 E-mail: pu.uz@undp.org
8	C.21	Period of Proposal Validity	<input checked="" type="checkbox"/> 120 days

		commencing on the submission date	
9	B.9.5 C.15.4 b)	Proposal Security	Not Applicable.
10	B.9.5	Acceptable forms of Proposal Security	Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not Applicable
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input checked="" type="checkbox"/> Uzbekistan Soums (UZS) <i>Reference date for determining UN Operational Exchange Rate : as per rate set on financial proposals opening date</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	7 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Unit Address: 41/3, Mirobod Str, Tashkent, 100015, Uzbekistan Facsimile: E-mail address dedicated for this purpose: pu.uz@undp.org
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, and online at: http://www.uz.undp.org/procurement , www.ungm.org , www.undp.org ,
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: 1
20	D.23.1 D.23.2	Proposal Submission Address	<u>41/3, Mirobod Str, Tashkent, 100015, Uzbekistan</u> <u>RFP/008/17-Travel Management Services</u>

	D.24		for proposals in sealed envelope and bids.uz@undp.org for proposals via email.
21	C.21 D.24	Deadline of Submission	Date and Time: 19 June 2017, 14:00 Tashkent time
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ³
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <i>bids.uz@undp.org</i> <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format: PDF files only, the file containing the Financial Proposal must be password protected. <input checked="" type="checkbox"/> Password to the file containing the Financial Proposal <u>must</u> not be provided to UNDP until requested by UNDP in writing or by email <input checked="" type="checkbox"/> Max. File Size per transmission: 5MB <input checked="" type="checkbox"/> Max. No. of transmission : 5 (five) for technical proposal and 1 (one) for financial proposal; <input checked="" type="checkbox"/> Mandatory subject of email for the Technical proposal: <i>"Technical proposal for RFP for Travel Management Services"</i> ; <input checked="" type="checkbox"/> Mandatory subject of email for the Financial proposal: <i>"Financial proposal for RFP for Travel Management Services"</i> ; <input checked="" type="checkbox"/> Time Zone to be Recognized: <i>GMT +5</i>
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: 19 June 2017, 15:30 Tashkent time Venue: UNDP CO, Conference hall
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Lowest financial offer of technically qualified Proposals. Bidder shall obtain at least 70% technical score to qualify technically
26	C.15.1	Required Documents that must be Submitted to Establish	<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

³ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

		Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation <input checked="" type="checkbox"/> A copy of the valid IATA Certificate <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 <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office (license for touristic operations) <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 <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 2 years <input checked="" type="checkbox"/> List of major similar contracts for corporate clients with provision of contract details and estimated contract value. <input checked="" type="checkbox"/> CVs of managerial personnel and 2 travel experts highlighting experiences in servicing international organizations of similar size and nature as UNDP, including relevant certificates, accreditations, awards and citations received. <input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details) <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. <input checked="" type="checkbox"/> List of direct business agreements with at least 3 airlines operating in Uzbekistan including Uzbekistan Airways
27		Other documents that may be Submitted to Establish Eligibility	
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	

29	C.15.2	Latest Expected date for commencement of Contract	<i>August 1, 2017</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	3 years (36 months). Please see Section 3 Terms of Reference of the Request for Proposal for details
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One offeror only who obtains highest combined score as a result of evaluation of offers by UNDP
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See evaluation instructions below)
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <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;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> <i>Contract signature date by both parties</i>
35		Other Information Related to the RFP ⁴	<i>All information, further information is available at the Procurement section of UNDP CO website www.uz.undp.org</i>

Evaluation of Proposals

A two-stage procedure is applied in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The contract will be awarded to the Proposer who obtains the highest cumulative score for the Technical and Financial Proposals.

⁴ Where the information is available in the web, a URL for the information may simply be provided.

1) Minimum Eligibility Criteria:

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.

1) Prior to technical evaluation all proposals will be thoroughly screened against below eligibility criteria (minimum qualification requirements):

- Minimum 5 years of agency establishment;
- Minimum 5 years of IATA membership;
- Maintains a good track record in serving international organizations, embassies and multinational corporations. Minimum 3 recommendation letters provided
- Duly licensed in the country and minimum 1 branch located in Tashkent;
- Minimum of 1,00,000.00 USD of annual ticket turnover in 2016;
- Financially capable of rendering services to UNDP in Uzbekistan (liquidity ratio more than 1 for the past 3 fiscal years);
- Minimum 10,000 tickets sold annually in 2016;
- Maintains facilities of on-line booking/airline reservations, in-plant domestic and international ticketing and ticket printing facilities. (CRS, STP, basic office equipment, telecommunications equipment, and online booking tool) – at least 1 reservation system;
- Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae and copies of their certificates in reservation/booking systems, if available (at least 2 travel consultants with 2 years' experience);
- Minimum 3 years of management experience of Company General Manager;
- Availability of management plan for providing services to UNDP/projects sited in different locations;
- Minimum one certificate or diploma in air tickets reservation/booking system for two Travel Experts nominated by Travel Agent to support UNDP;
- Minimum 2 years of experience in air tickets selling for two Travel Experts nominated by Travel Agent to support UNDP.

2) Technical Evaluation:

The evaluation criteria and scoring for technical criteria are specified in the tables below (detailed breakdown of obtainable points for technical proposal). 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 (700 points). The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% (700) of the obtainable score of 1000 points in the evaluation of the technical proposals.

3) Financial Evaluation:

The financial evaluation of the technically qualified proposals will be performed using the following formula:

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

4) Combined Evaluation:

The formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)
+ (FP Rating) x (Weight of FP, e.g., 30%)

Total Combined and Final Rating of the Proposal

Table A: Summary of Technical Proposal Evaluation Forms

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Years in Business and Reputation of Travel Agency	15%	150
2.	Travel Agency Capability, Expertise	35%	350
3.	Personnel Competence and Work Approach	20%	200
4.	Qualification and experience of Two Travel Experts nominated to support UNDP	30%	300
Totally: maximum obtainable score:		100%	1000

Table A1.1: Technical Proposal Evaluation Form 1

Technical Proposal Evaluation Form 1		Points Obtainable
1.1	Years of establishment	50
1.2	Years of IATA membership	50
1.3	Reliability (References, and letters of recommendations)	50
Totally: maximum obtainable score:		150

Table A1.2: Technical Proposal Evaluation Form 2

Technical Proposal Evaluation Form 2		Points Obtainable
2.1	Quantity of branch office(s) around the country/worldwide:	70
2.2	Membership in global travel management associations (American Express Travel, BCD Travel, TQ3, Carlson Wagonlit Travel, others)	20
2.3	Volume of sales (annual international air tickets turnover in 2016)	95
2.4	Quantity of air tickets sold annually in 2016	90
2.5	Reservation Booking System	65
2.6	Availability of on-line booking tool	10
Totally: maximum obtainable score:		350

Table A1.3: Technical Proposal Evaluation Form 3

Technical Proposal Evaluation Form 3	Points Obtainable
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3.1	Availability of travel experts (minimum 2), specialized in air tickets selling and with experience of minimum 2 years	80
3.2	Experience of Company General Manager (Director)	50
3.3	Work Approach, Quality Assurance of Services	70
Totally: maximum obtainable score:		200

Table A1.4: Technical Proposal Evaluation Form 4

Technical Proposal Evaluation Form 4		Points Obtainable
4.1	Qualification of 2 travel experts	75
4.2	Professional Experience	50
4.3	Interview	175
Totally: maximum obtainable score:		300

Table B. Detailed breakdown of obtainable technical points per each Evaluation Criteria

Detailed Breakdown of obtainable points per each Evaluation Criteria For Expertise of Agency Submitting the Proposal	
	Points obtainable
Part I – Years in Business and Reputation of Travel Agency (15%):	150 (1.1+1.2+1.3)
1.1 Years of establishment	50:
5 years (minimum requirement)	40
More than 5 years, 1 point per each additional year, but no more than 10 points	10*
1.2 Years of IATA membership	50:
5 years (minimum requirement)	35
More than 5 years – 1 point per every additional year, but no more than 15 points	15*
1.3 Reliability (References, and letters of recommendations)	50:
At least 1 recommendation letter from IATA Air Carrier (minimum requirement)	30
More than 1 recommendation letter from IATA Air Carrier – 2 points for every additional recommendation letter, but no more than 10 points.	10*
Recommendation letter from International Organization(s)/ embassies/ multinational corporations – 2 points for every recommendation letter, but no more than 10 points.	10*
Part II - Travel Agency Capability (35%):	350 (2.1+2.2+2.3+2.4+2.5+2.6):
2.1 Quantity of branch office(s) around the country/worldwide:	70:
At least 1 branch located in Tashkent (minimum requirement)	55
More than 1 branch: 5 points per every additional branch in the country and/or worldwide, but not more 15 points	15*
2.2 Membership in global travel management associations (American Express Travel, BCD Travel, TQ3, Carlson Wagonlit Travel, others)	20*
2.3 Volume of sales (annual international air tickets turnover in 2016)	95:

Annual ticket turnover of 1 000,000 USD (minimum requirement)	71
Annual ticket turnover of more than 1 000,000.00 USD – 1 point per every additional 100,000.00 USD of turnover, but not more than 24 points	24*
2.4 Quantity of air tickets sold annually in 2016	90:
10,000 tickets annually (minimum requirement)	69
1 point per every additional 500 tickets, but no more than 21 points	21*
2.5 Reservation Booking System	65:
Availability of at least 1 booking system (minimum requirement)	50
Availability of additional booking systems – 5 points per every additional system, but no more than 15 points	15*
2.6 Availability of on-line booking tool	10*
Part III - Personnel Competence and Work Approach – 20%	200 (3.1+3.2+3.3):
3.1 Availability of travel experts, specialized in air tickets selling and with experience of minimum 2 years	80:
Availability of at least 3 travel experts with relevant experience of 3 years (minimum requirement)	60
More than 3 travel experts with 2 years' relevant experience – 2 points per every travel expert, but not more than 20 points	20*
3.2 Experience of Company General Manager (Director)	50:
At least 3 years of management experience (minimum requirement)	40
More than 5 years – 1 point per every additional year, but no more than 10 points	10*
3.3 Work Approach, Quality Assurance of Services	70:
Availability of management plan for providing services to multiple UNDP/projects sited in different locations (minimum requirement)	40
Appropriateness of internal quality control, corporate standards and workflow organization	30*
Totally: Part 1+Part2+Part 3	700
Part IV - Detailed breakdown of obtainable points per each Evaluation Criteria for two Travel Experts nominated by Travel Agent to support UNDP – 30%	
Evaluation of Two Travel Experts nominated by Travel Agent to support UN Agencies**	Points obtainable
4.1 Qualification:	75
Certificate or diploma in travel management services: at least one certificate or diploma in air tickets reservation/booking system (minimum requirement)	35
Additional certificates in booking/reservation systems: 3 points per every additional certificate, but no more than 15	15*
IATA certified travel expert in travel management	25*
4.2 Professional Experience	50
2 years of experience in air tickets selling (minimum requirement)	35

More than 2 years of experience in air tickets selling – 1 point per every additional year but no more than 15 points	15*
4.3 Interview: client orientation, professional experience	175
Client orientation, professional experience (115 points minimum requirement)	150
English language (minimum requirement)	25
Total points for Part IV:	300 (4.1 + 4.2+4.3)
Totally technical points (Parts 1+2+3+4)	1000

*The additional points can be obtained for exceeding of minimum requirements.

** Evaluation will be carried out for two travel experts based on average scoring if two travel experts pass minimum eligibility criteria (i.e. both experts possess at least one certificate or diploma in air tickets reservation/booking system).

Section 3: Terms of Reference (TOR)⁵

For the Selection of a Travel Agent for the UNDP Office in Uzbekistan

BACKGROUND

UNDP Uzbekistan has been identified as the Leading Agency to organize and conduct the bidding process on behalf of the following UN Agencies in Uzbekistan: UNDP, UNICEF, UNODC, UNFPA, FAO and other agencies who financially operating through UNDP (UN RC, UN RCC, UNDSS, UNOPS/GEF SGP, ILO, UNICRI and etc.).

In order to achieve further time and cost efficiency while ensuring outstanding quality of service, UNDP on behalf of UN Agencies in Uzbekistan wish to enter into a Long Term Agreement with a competent Travel Agency to serve all its travel management services for an initial period of one year with the option to extend for two additional years, subject to a satisfactory performance evaluation.

Travel, as referred to in the TOR, shall apply to all movements or journey of UNDP staff from one place to another for official business and private purposes, both international and domestic. These official purposes include, but need not be limited, to the following:

- Official missions, meetings and various events;
- Interviews of applications / Candidates for employment;
- Appointment and repatriation of staff and family members;
- Home leaves, emergency travels and educational leaves; and
- Visit to project sites, by either UNDP staff, Government and counterparts, or other entities involved in execution of various UNDP-funded undertakings;

OBJECTIVE:

UNDP is hereby undertaking a solicitation of bid proposal from Travel Agencies who are interested to provide air and railway ticketing, airport and railway station transfer, hotel reservation and related services (travel insurance, on lost luggage etc.) regularly required by UNDP and its projects. The successful bidder shall be contracted for this purpose for an initial period of one (1) year with estimated amount of about 1,000,000 USD and renewable for two more years (overall duration of LTA will not exceed 3 years) with total amount of USD 3,000,0000, upon satisfactory evaluation of performance.

The latest travel statistics of UNDP procured air tickets are as follows:

2015			
Agency	Number of International tickets	Number of Domestic tickets	Total Value in USD
UNDP	407	436	298114
UNICEF	45	252	132,957.18
UNODC	321	23	140574
UNFPA	66	76	61,077.00
FAO*	N/A	N/A	225,000.00
			857,722.18

⁵ This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

TOTAL:	
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*FAO exact data for 2015 is not available and therefore volume of 2016 was used

2016			
Agency	Number of International tickets	Number of Domestic tickets	Total Value in USD
UNDP	357	253	237556
UNICEF	51	213	86,660.41
UNODC	840	19	339480
UNFPA	45	29	37,265.15
FAO	195	20	225,000.00
TOTAL:			925,961.56

The figures shown are air travel spent during the period indicated and based on management information currently available to UNDP. Please note UNDP offers (but cannot warrant) the accuracy of any information contained within this Request for Proposal, and offers it in good faith. Any agreement resulting from this Request for Proposal carries with it no guarantee of future business levels.

UNDP in Uzbekistan provides payment via bank transfer to the contracted Travel Agent for the received travel management services based on the issued invoices at the beginning of each next month after the delivered services.

TRAVEL POLICY:

Current air travel policy requires the Travel Agent(s) in all cases to book the lowest available fares/the most direct economy options 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 which, however, are subject to subsequent revision:

1. Where available, use of the lowest applicable fare (including penalty fares) is the preference;
2. Full economy fares may be used if no appropriate reduced fares are available;
3. Business class travel or equivalent may be applicable only in limited situations;
4. Travel regulations prohibit first-class travel except for a few specific categories;
5. The Travel Agent must be knowledgeable of and prepare to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares which entail restrictive conditions (such as penalties or stay-overs), however, shall only be booked with the express approval of UNDP;
6. The Travel Agent shall, where appropriate, attempt to obtain free business class and first class upgrades for UNDP travelers. Any upgrades should be used for the cost-savings purposes.

QUALIFICATIONS OF THE SUCCESSFUL TRAVEL AGENT

The Travel Agent contracted will provide a wide range of Travel Management Services (TMS) and should have the capacity to handle commercial accounts.

The successful Travel Agency who will be contracted to serve the needs of the UNDP shall have the following minimum qualifications:

- Minimum 5 years of agency establishment;
- Minimum 5 years of IATA membership;
- Maintains a good track record in serving international organizations, embassies and multinational corporations. Minimum 3 recommendation letters provided
- Duly licensed in the country and minimum 1 branch located in Tashkent;
- Minimum of 1,000,000.00 USD of annual ticket turnover in 2016;
- Financially capable of rendering services to UNDP in Uzbekistan (liquidity ratio more than 1 for the past 3 fiscal years);
- Minimum 10,000 tickets sold annually in 2016;
- Maintains facilities of on-line booking/airline reservations, in-plant domestic and international ticketing and ticket printing facilities. (CRS, STP, basic office equipment, telecommunications equipment, and online booking tool) – at least 1 reservation system;
- Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae and copies of their certificates in reservation/booking systems, if available (at least 2 travel consultants with 2 years' experience);
- Minimum 3 years of management experience of Company General Manager;
- Availability of management plan for providing services to UNDP/projects sited in different locations;
- Minimum one certificate or diploma in air tickets reservation/booking system for two Travel Experts nominated by Travel Agent to support UNDP;
- Minimum 2 years of experience in air tickets selling for two Travel Experts nominated by Travel Agent to support UNDP.
- Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this TOR.
- Capable to ensure efficient and timely e-mail and/or telephone communication when necessary.

In general, the Travel Agent shall assign the relevant personnel according to their technical know-how and reliability to fulfill its obligations under the LTA with the UNDP. The successful Travel Agent shall be required to devote at least 2 dedicated personnel (Travel experts) with the following minimum qualifications:

1. Travel experts with a minimum two (2) years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems;
2. Has adequate authority to make decisions for the timely resolution of problems;
3. In the case of emergencies (e.g. evacuation, war, ad-hoc missions etc.), the travel consultant shall maintain operations necessary to support UNDP; and
4. 24 hours a day access to emergency service, including requests originated in English language, and necessary delivery of tickets as required by UNDP to the required destination; and

The Travel Agency shall provide dedicated services to the travel needs of the UNDP:

- For the overall management of the UNDP accounts;
- To propose itineraries, fare computations and ticketing,
- For the documentations assistance/billing; and
- To prioritize delivery of documents to UNDP authorized travelers.

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. UNDP must be informed in writing on any backstopping arrangements in case of leave, illness of responsible personnel the UNDP to be done by the Travel Agency.

If the Travel Agency decided to terminate services of the travel consultant, the travel consultant must notify UNDP one month in advance and attach the CV of the succeeding proposed Travel Consultant. UNDP has the right to reject newly nominated Travel Consultant if not competent enough to handle management of the travel services.

The Senior Travel Consultant will be interviewed by a technical evaluation committee.

The Travel Agent shall assign at least one qualified finance focal point for provision of accurate financial reports and at least two qualified travel agents for everyday liaison.

The Travel Agency must provide emergency call number so that UNDP can reach Senior Travel Consultant or Travel Agent's Management in case of emergency during 24/7.

If other expertise is needed and facilities required they shall be sourced from the existing capacity of the Travel Agency.

MINIMUM PRODUCTS AND SERVICES REQUIRED BY UNDP

GENERAL

The Travel Agent should provide travel services **from 8.00 am to 6.00 p.m** during working days. In addition Travel Agent shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel service is required. One of the Travel Agent's employees shall always be reachable by phone. The contact phone number will be given on an answering machine;

The official travel requirements shall be accorded the highest priority and, therefore, the Travel Agent shall ensure that servicing private travel does not delay, impede or frustrate the Travel Agents timely and effective processing of the UNDP official travel;

The Travel Agent shall provide polite, responsive and efficient service at all times to fulfill the UNDP requirements. As a service objective, telephone calls should be answered promptly. When it is necessary to place calls on hold, they should not be kept on hold for more than a few minutes and call-back, when necessary, should be made within one hour.

The successful Travel Agent shall provide full, prompt, accurate and expert international and domestic travel products and services to officers/staff of the UNDP, their dependents and other travelers authorized by the UNDP, in accordance with the UNDP policies, procedures and guidelines. The products and services required by the UNDP include, but not be limited to, the following:

1. Reservation and Ticketing

- b) For every duly approved UNDP Travel Authorization, Travel Agency shall immediately make bookings on the three (3) main airlines operating the route and prepare appropriate itineraries and formal quotations 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 to ticketing, the Travel Agency shall refund the difference to UNDP;
- c) In the event of loss, travel agency shall immediately replace airline tickets;

- d) In the event that required travel arrangements cannot be confirmed, Travel Agency shall notify the requesting party of the problem and present three (3) alternative routings/quotations for consideration;
- e) For wait-listed bookings, travel agency shall provide regular feedback on status of flight;
- f) The Travel Agent shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in printed and electronic format) showing the accurate status of the airline and hotel reservations on all segments of the journey;
- g) The Travel Agent shall accurately advise the UNDP of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings.
- h) Air tickets shall be issued only on approved ticket stock of the International Air Transportation Association ("IATA") or tickets stock of recognized, reputable airlines as approved by the UNDP;
- i) The Travel Agent shall only act on travel requests for official travel submitted by the responsible staff of the UNDP ;
- j) The Travel Agent shall provide all official travelers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the Travel Agent can offer these services. The Travel Agent is expected to expand these services, as they become available on additional carriers;
- k) The Travel Agency shall provide information on airline tickets schedules.

2. Travel Documentation

The Travel Agent shall:

- a) provide services for the timely application for and release of passports, visas, laissez passer, note verbale, tax exemption certificates, etc.;
- b) ensure that all traveling staff has complete travel documents required for their journeys, sufficiently before departure;
- c) facilitate documentation requirements for expatriate staff e.g., immigration clearances, exit and re-entry permits, etc. with concerned Government organization;
- d) immediately replace tickets and other travel documents in the event of their loss; and

The Travel Agent shall be given complete copies of the various UNDP travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all official Travel;

3. Airfares and Airline Routings/Itineraries

Travel Agent shall:

- a) 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 economical routing;
- b) propose fares/airlines which are not listed as non-recommended airlines on the FlightSafe website at <http://www.flightsafe.co.uk/rhapsody/mainframe.html>.
- b) ensure that tickets issued are in accordance with entitlements prescribed in the Travel Authorization;
- c) assist UNDP Travel Administrator in negotiating with airlines on preferred carrier fares for the UN/UNDP (and load such fares in the travel agency's Computerized Reservation System for use in auto-ticketing); and
- d) advise market practices and trends that could result in further savings for the UNDP, including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting.
- e) provide all official travelers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the Travel Agent can offer these services. The Travel Agent is expected to expand these services, as they become available on additional carriers.

4. Travelers Cheques

The Travel Agent shall arrange issuance of travelers cheques, upon request, to authorized travelers booked /ticketed through the agency, without additional cost.

5. Travel Information/Advisories

The Travel Agent shall:

- a) provide quick reference for requested destinations;
- b) provide travelers with a complete automated itinerary document to include carrier(s); flight and voyage numbers, departure and arrival times for each segment of the trip, tax exempt information, etc.
- c) Inform travelers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, hidden stops, and other possible inconveniences of the itinerary;
- d) provide travelers with **online and offline** relevant information on official destinations, e.g., airport transfers/land transportation facilities, local points of interest, currency restrictions/regulations, health advisories, security advisories, weather conditions, etc.;
- e) endeavor to notify travelers of airport closures delayed or canceled flights, security procedures, health precautions, as well as other changes that will affect or will require preparations from the travelers, sufficiently before departure time; and
- f) quick reference for requested destination.

6. Contract management, Billing and Invoice

The Travel Agency shall send UNDP an itemized invoice for each ticket which should reflect among other the following information:

- ticket number;
- airline name;
- date the ticket was issued;
- traveler's surname/name;
- departure/destination points;
- actual ticket cost as offered by the airlines and applied service fee;
- title of UNDP/project requested ticket.

UNDP shall provide payment to the Travel Agency by means of bank transfer after the approval of transactions.

The contract resulting from the present Request for Proposal shall be available for use by all UN Agencies in Uzbekistan listed above, which will designate one representative to deal with the Travel Agent (list of UN Agency representatives will be communicated separately upon contract issuance). However, the overall contract management responsibility shall rest with UNDP Uzbekistan, whose Administrative Associate shall serve as focal point for this purpose.

The UNDP Uzbekistan Administrative Associate shall serve as the focal point for the following:

- Contract administration and overall point of contact for the contracted Travel Agent;
- Issuance, answering questions; coordination and establishment of reports;
- Obtain and review quarterly reports from the Travel Agent;
- Conduct Travel Agent Performance Review once per year, based on feedback received from all participating UN Agencies;
- Perform inspection of services, including verification of fares, rates, etc.

The UNDP Uzbekistan Administrative Associate shall, from time to time, evaluate and verify with other Travel Agencies and other industry indicators the comparability and competitiveness of the rates offered by the contracted Travel Agent. The UNDP Uzbekistan reserves the right to terminate contract with the Travel Agent at

any time if the Travel Agency charges UN Agencies in Uzbekistan on higher rates than market standards, or does not render minimum services described in this tendering document.

7. Flight Cancellations/Rebooking and Refunds

The Travel Agent shall:

- g) process duly authorized flight changes/ cancellations when and as required and taking care that in such cases, cancellation fees and charges imposed by the airlines are avoided.
- h) immediately process airline refunds for canceled travel requirements/unutilized pre-paid tickets and credit these to the UNDP as expeditiously as possible;
- i) Refund tickets within two (2) months only; and
- j) Limit refund charges at airline rates only, i.e., no additional charges will accrue to the Travel Agency.

8. Ticket Delivery

The Travel Agent shall deliver tickets, based upon proper authority from the UNDP in case of official travel, itineraries, and other travel documents as determined necessary by the UNDP. Tickets shall routinely be provided not earlier than one or two days in advance of travel unless required otherwise. The Travel Agent shall deliver tickets to the UN traveler at the UNDP premises during business hours, except for tickets that need to be delivered in other countries to UN travelers on official travel, in which case the Travel Agent shall use other facilities to effect such deliveries. Furthermore, the Travel Agent shall, as requested provide emergency ticket delivery, or prepaid tickets or otherwise, after hours at an appropriate airport or through one of its office or correspondent worldwide.

9. Management Reporting System

Travel Agency shall submit to the UNDP the following reports/documents on a monthly basis, immediately or at anytime upon request by the UNDP:

- a) Daily/weekly/monthly production statistics with comparative figures if applicable (month to month, year to year)
- b) Monthly Carrier-Route- Fare Analysis and Production/Volume of business
- c) Changes and Updates on Airline Rates, promotions, policy changes, etc., immediately upon the Travel Agency's receipt of the advise
- d) Complaint Analysis
- e) Destination wise travel volume
- f) Agency wise travel volume

10. Availability of Other Products and Services As May Be Requested

The Travel Agency, where applicable and upon request of the travelers, shall provide other services including, but not limited to, the following:

- a) Preferred Seating Arrangements /Upgrades
- b) Privileged Check-in Services/Use of Airline Lounges Facilities
- c) VIP Services / Meet and Greet Facilities
- d) Excess Baggage/Lost Baggage
- e) Ground Transportation/Car Rental
- f) Emergency Services, e.g., sickness, injury, etc.
- g) Travel Insurance
- h) Provide support to UNDP travelers in the airport in case of problems (information on flights delay, missing flights, etc.)

11.Refunds

The UNDP shall be fully reimbursed at all times by the Travel Agent for partly or fully unused tickets and PTA, subject to applicable regulations. The Travel Agent shall process for refund all returned airline tickets for official travel within seven days. Travel Agents should avoid using PTA as much as possible, in view of the difficulties in obtaining refunds. If tickets are paid for by credit card, a Credit Card Refund Notice shall be processed by the Travel Agent within a reasonable time period.

E. SUPPLIER RELATIONS

1. Travel Agent shall not favor any particular carrier when making reservations.
2. The Travel Agent shall maintain excellent relations with all carriers for the benefit of the UNDP.
3. The Travel Agent shall undertake to provide contacts between the UNDP and, inter alia, airports, airlines, hotels and car rental companies, and shall arrange for regular meetings between the UNDP and such entities for the benefit of the UNDP.

F. PRIVATE TRAVEL

1. The Travel Agent shall provide the UNDP staff with any information on local and non-local travel, including lodging, resorts and clubs for holidays and other private travel, with all related services. The Travel Agent shall provide vacation arrangements for all well-known tour operators, as well as its own products in the leisure market, including flight, only arrangements at bulk prices. Its personnel shall be trained to handle such private travel arrangements. However, the Travel Agent shall always give priority to handling official travel over any private travel.
2. The Travel Agent notes that the UNDP do not guarantee the Travel Agent any minimum level of private travel, or exclusivity in handling such private travel.

G. PERFORMANCE EVALUATION AND REVIEW

The Travel Agent shall meet periodically with the UNDP to discuss issues of mutual concern, to review the Travel Agent's performance and to discuss improvements which the Travel Agent or the UNDP should make in order to achieve more effective travel management and greater savings. The Travel Agent shall arrange meetings twice a year to discuss travel updates and other travel matters with the UNDP. The Travel Agent shall make the UNDP aware immediately of major industry changes, which have a broad impact on its travel policy or procedures.

H. TRAVEL AGENT'S QUALITY CONTROL

1. The Travel Agent shall establish and operate to monitor on a regular and continual basis the quality of travel services provided to the UNDP. These procedures shall include a self-inspection system covering all the services to be performed under the Long Term Agreement (LTA) and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the UNDP. The UNDP shall be notified of any deficiencies found and corrective action taken; such actions shall be included in the Travel Agent's narrative report required.
2. The UNDP reserve the right to conduct their own quality control surveys among frequent travelers.
3. The Travel Agent warrants that the personnel assigned to handle the UNDP travel arrangements shall have a strong tariff experience and shall constantly be trained to be kept up to date.

J. DURATION

1. The estimated date of LTA commencement is in **August 2017** for a period of 36 months, unless terminated earlier.

2. Notwithstanding the proceeding paragraph, the UN/UNDP reserve the right to terminate the contract at any time:
- a) On three months' notice in the event of change of controlling ownership of the Travel Agency or in the event the Travel Agency fails to maintain the performance and service standards set forth in the contract; **or**
 - b) Immediately in the event of the Travel Agent entering into liquidation, whether compulsory or voluntary, or enters into receivership or bankruptcy, or defaults on its payments to IATA under the Bank Settlement Plan.

K. 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 UNDP:

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Airline Reservation	Agency Accuracy	Ability to perform task completely and without error	Zero-error in passenger records/airline bookings, fare computation and routing
	Speed and Efficiency	Ability to deliver product or service promptly and with the use of resources	<ul style="list-style-type: none"> ▪ For confirmed bookings via itinerary within two hours time of request ▪ For wait listed bookings via regular updates every two days
2. Airline Tickets	Agent Accuracy	Ability to perform task completely and without error	<u>Zero-error</u> in the printed ticket/aborted travel due to incomplete travel documents
	Timeliness of delivery	Ability to deliver product or service on or before promised date	<u>3 working days</u> before departure date
3. Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/nationalities	<u>Zero-incident</u> of complaint/aborted travel due to incomplete travel documents
	Clarity	Ability to deliver product or service on or before promised date	<u>10 Working days</u> before departure
4. Billing	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error</u> or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	<u>Zero>Returns</u> for clarification/explanation
5. Rates/Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards
	Company concern about fares	Ability to quote competitive fare	At levels lower than airline preferred rates. Guarantee that <u>one quotation is the lowest</u> obtainable fare
	Good value	Competitive of fares quoted vs.	At the same terms or better

	indicated by price	restrictions or lack/absence thereof	than quoted by airlines
	Willingness to assist UNDP negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent UNDP in dealings with airlines	Semi annual meetings to obtain competitive rates in the market and preferable fare conditions (i.e. ticketing, deadlines, etc.)
6. Service Quality	Accessibility	Ability to access or approach travel agency	Telephone: 3 rings Emergency: 24 hours Email: available Website: available
	Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meetings with UNDP Travel Oversight Committee Agency Performance Reviews twice a year
		Willingness to go out of one's way to help the traveler	No. of personal travels booked with travel agents
7. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	Within one month from date of cancellation
	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week Manner of resolution: Satisfactory score
8. Travel Consultants	Competence	Knowledge of destinations Knowledge of airline practices, fare levels and shortest routes and connections Knowledge of UNDP policies	Proficiency rating of not less than 75%
9. Communications	Awareness Level of Travelers regarding Travel Agency Product and Services	Services and policies are communicated to travelers. Travelers are well informed about matters concern them	Frequency of communications: Monthly
10. Office premises and Hours of Services	Readiness to do business	Senior Travel Expert to commence business	<ul style="list-style-type: none"> ▪ The Travel Agent(s) should provide travel services from 8.00 am to 6.00 p.m during working days. In addition Travel Agent(s) shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel service is required. ▪ Zero complaints that no one was around to answer calls.

L. SCHEDULE OF REQUIREMENTS

Required Documents*		Submitted	
		Yes	No
1.	<u>General Information:</u> <ul style="list-style-type: none"> ▪ Profile including company governing board and designations ▪ List of company major shareholders ▪ Copy of IATA Accreditation Certificate ▪ Local state registration certificate ▪ Government permit to locate and operate in the current location ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority ▪ Quality Certificates (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received ▪ Local Government permit to locate and operate in the current location of office (license for touristic operations) ▪ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years ▪ CVs of managerial personnel and 2 travel experts highlighting experiences in servicing international organizations of similar size and nature as UNDP, including relevant certificates, accreditations, awards and citations received. ▪ List of Bank References (Name of Bank, Location, Contact Person and Contact Details) ▪ 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. 		
2.	<u>Business References:</u> <ul style="list-style-type: none"> ▪ Major Corporate Clients / Contract Details / Estimated Contract Value ▪ List of direct business agreements with at least 3 airlines operating in Uzbekistan ▪ <u>At least</u> three letters of Recommendations 		
3.	<u>Volume of Sales for 2014, 2015 and 2016:</u> <ul style="list-style-type: none"> ▪ Annual number of tickets issued ▪ Annual volume international air tickets issued (US\$) ▪ Balance Sheets and Income and Loss Statements for 2014, 2015, 2016. 		
4.	<u>Size of Agency:</u> <ul style="list-style-type: none"> ▪ List of name(s) (if any) and address(s) of branch office (s) worldwide and in the region ▪ List of airline(s) (if any) that your agency <u>issue</u> air-tickets on behalf of ▪ List of airline(s) (if any) that your agency <u>sell</u> air-tickets on behalf of ▪ List of direct business agreement with airlines acting in Uzbekistan 		
5.	<u>Personnel Competence:</u> <ul style="list-style-type: none"> ▪ Curriculum Vitae of managerial personnel and other full time travel staff members qualified and competent to sell international air transportation 		
6.	<u>Business Entity of Agency:</u> <ul style="list-style-type: none"> ▪ Ownership (sole owner, partnership, or corporation) 		
7.	<u>Other information:</u> <ul style="list-style-type: none"> ▪ Reservations are made by: Telephone, E-mail ▪ Primary type of ticket: Electronic Ticket, Hard Copy 		

	<ul style="list-style-type: none"> ▪ Primary method for ticket delivery: Electronic Ticket, Postal, On site ▪ State additional services and benefits that make your agency unique 		
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The answers to the questions **must** be provided on separate sheets of paper, yet, with strict adherence to the chronological order. We would highly appreciate it if your answers to attached questions are as 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. A Proposal determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

UNDP recognizes the importance of confidentiality of the data provided and the proposal information

UNDP Administrative Finance Services Unit, however, shall, from time to time, evaluate and verify with other travel agencies and other industry indicators the comparability and competitiveness of the rates being given to the UNDP. UNDP retains the right to terminate contract with the perspective selected Travel Agency at any time if the Travel Agency charges UNDP on higher rates than market standards, or does not render minimum services described in this tendering document.

Section 4: Proposal Submission Form⁶

[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 : _____

⁶ 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 Form⁷

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		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> 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 <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁷ 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.

Joint Venture Partner Information Form (if Registered)⁸

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

RFP No.: *[insert number]*

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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.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁸ 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.

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.

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION						
<p>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.</p>						
<p>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.</p>						
<p>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.</p>						
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
<p>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.</p>
<p>2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.</p>

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:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2015-January 2016</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>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.</p>		
<div style="border-top: 1px solid black; width: 100%;"></div> Signature of the Nominated Team Leader/Member		Date Signed

Section 7: Financial Proposal Form⁹

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.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

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

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

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

The indicated travel is entirely fictitious and is requested for financial proposals evaluation purposes only.

The discounts provided by bidders in Schedule 1 and Schedule 2 below shall remain valid for the duration of the Long-Term Agreement.

For purposes of this financial proposal form, tickets prices requested in Schedule 1 and Schedule 2 shall be quoted for Uzbekistan residents.

Each itinerary quoted by bidders **must be** supported by documentary evidence. Failure to provide such supporting documents may lead to disqualification of the bidder.

Tickets issued for the flights quoted in the financial proposal will be accepted as documentary evidence.

The ticket prices quoted by bidders shall remain ceiling prices for four months from the date of bid closure.

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

Schedule 1 International Destinations

	Top UNDP Uzbekistan Destinations	Airlines with Routes to UNDP Destinations	Currency	Ticket price (Economy class, most direct route) for 25 June 2017 or closest date if flight not available	Discount in %	Travel Agent's service fee, if any	Total price per ticket to be charged to UNDP
	(1)	(2)	(3)	(4)	(5)	(6)	(4)-(5)+(6)
1	Seoul						
2	Bangkok						
3	Kuala Lumpur						
4	Moscow						
5	Almaty						
6	Bishkek						
7	Istanbul						
8	Vienna						
9	Paris						
10	New York						

Schedule 2 National Destinations (all in Uzbek Soums)

	Top UNDP Uzbekistan Destinations	Airlines with Routes to UNDP Destinations	Ticket price (Economy class, most direct route) for 25 June 2017 or closest date if flight not available	Discount in %	Travel Agent's service fee, if any	Total price per ticket to be charged to UNDP
	(1)	(2)	(3)	(4)	(5)	(3)-(4)+(5)
1	Nukus					
2	Urgench					

3	Bukhara					
4	Samarkand					
5	Termez					
6	Karshi					
7	Ferghana					
8	Namangan					
9	Andijan					

Ticketing Based Charges and Other Service and Transaction Fees	Charges/Fees (in US\$)
<u>MISCELLANEOUS TICKET TRANSACTION FEES:</u> (exclusive of carriers fees and penalties) 1. Re-issuance service fee 2. Refund service fee 3. Cancellation service fee within reporting period	
<u>NON-TICKET BASED FEES AND OTHER SERVICE CHARGES:</u> 1. VIP Airport Service 2. Airport assistance (meet and greet at airport)	
Others: ■ _____ ■ _____ ■ _____ ■ _____ ■ _____	

SIGNATURE AND SEAL OF THE PROPOSER

Date

Name and Title of Authorized Person.....

Address

Section 8: FORM FOR PROPOSAL SECURITY

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

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

WHEREAS *[name and address of Contractor]* (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated *Click here to enter a date.*, to execute Services (hereinafter called “the Proposal”):

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: Contract for Travel Management Services

**LONG TERM AGREEMENT
FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES
TO THE UNITED NATIONS DEVELOPMENT PROGRAMME
Ref: RFP# _____**

This Long Term Agreement is made by and between the United Nations Development Programme, a subsidiary organ of the United Nations, acting for itself and on behalf of the other participating UN organizations, having its office at 41/3 Mirabad Street, Tashkent, Uzbekistan (hereinafter “UNDP”) and « _____ », represented by its Executive Director _____, acting on the basis of the power of attorney (hereinafter called “Contractor”) having its office at _____.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of travel management services by the Contractor to UNDP, pursuant to which UNDP can conclude specific contractual arrangement with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal “Procurement of Travel Management Services to UNDP Uzbekistan on Long Term Agreement basis” ref: RFP#UNDP/CO/005/2016, the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the “Parties”) hereby agree as follows:

Article 1: AGREEMENT DOCUMENTS

1. This Agreement is subject to the UNDP General Conditions of Contracts for Services (hereinafter the “General Conditions”), attached hereto as Annex I. The provisions of the said Annex shall control the interpretation of this Agreement and in no way shall be deemed to have been derogated by the contents of this Agreement and any other annexes;

2. The Parties 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:

- i. This Agreement
- ii. Annex 1 - UNDP General Terms and Conditions for Services;
- iii. Annex 2 – UNDP Standard Agreement for travel management services;
- iv. Annex 3 - Terms of Reference in Request for Proposal dd. 13 May 2016;
- v. Annex 4 - Conditions for Use of Office Space provided by UNDP to Contractor;
- vi. Annex 5 - List of Associated Agencies and Authorized Representatives;
- vii. Annex 6 - Ticket Purchase Order Form (to be submitted with the other supporting documents);
- viii. Annex 7- Financial Proposal of the Contractor received in response to Request for Proposal dd. 13 May 2016;

Article 2: SCOPE OF WORK

3. The Contractor shall provide the types of services and deliverables, which are listed in Annex 3 hereto (“Terms of Reference”).

4. Such Services shall be at the discount prices and service fees listed in Annex 7. The prices shall remain in effect for a period of 3 years from Entry into Force of this Agreement.

5. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for 3 years.

Article 3: CHANGES IN CONDITION

6. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 4: PRICES

7. In full consideration for the complete and satisfactory performance of the Services hereunder, during the term of this Agreement UNDP shall pay the Contractor an amount not exceeding USD 3,200,000.00 (Three Million Two Hundred Thousand US Dollars Only).

The Contractor shall not perform any services that may result in any costs in excess of the said maximum amount without the prior written agreement of UN/DP authorized staff.

8. The Services shall be provided at the rates set forth in the Financial Proposal of the Contractor attached as Annex 7 hereto. The rates shall remain in effect for a period of 3 years and shall be reviewed regularly based on the loss ratio to ensure best value for UNDP.

9. The rates shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of this Agreement.

Article 5: CONTRACTOR'S REPORTING

10. The Contractor will report to UNDP on the Services provided to UNDP as established in the Annex 3 "Terms of Reference".

Article 5: GENERAL AND SPECIAL TERMS AND CONDITIONS

11. The standard UNDP General Conditions for Professional Services, attached as Annex 1, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 6: ACCEPTANCE

12. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

13. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of 1 year, and may be extended for two additional years subject to satisfactory performance evaluation by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this agreement.
For and on behalf of:

FOR THE CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

FOR UNDP:

By: _____

Name: _____

Title: _____

Date: _____

ANNEX B: STANDARD AGREEMENT
between
THE UNITED NATIONS DEVELOPMENT PROGRAMME
and

for the Provision of Travel Management Services ("TMS")

THIS AGREEMENT is made this _____ day of _____, 2017, by and between the United Nations Development Programme, a subsidiary organ of the United Nations, acting for itself and on behalf of the other participating organizations in the United Nations system in Uzbekistan located at 41/3 Mirabad Street, Tashkent, Uzbekistan (hereafter, "**UNDP**"), and _____, a company organized under the laws of _____, and having its principal offices located at _____ (hereafter, the "**Travel Agent**").

WITNESSETH

WHEREAS, UNDP, seeks a highly qualified, independent travel agent to provide full and comprehensive travel management services to UNDP and has issued a Request for Proposal ("**RFP**") dated _____;

WHEREAS, the Travel Agent represents that it is a fully accredited travel agency member of IATA, that it is familiar with the requirements of UNDP, and has responded to UNDP's RFP by a Travel Agent's Proposal ("**TAP**") dated _____;

WHEREAS, the Travel Agent is qualified, ready, and able to perform travel management services in accordance with this Agreement.

Definitions:

For the purpose of this Agreement, the capitalized terms shall have the following meaning:

"**Associated Agencies**" shall mean the organs and agencies of the United Nations and the other organizations of the United Nations system, requesting services under this Agreement (a list of participating agencies to be provided to the Travel Agent).

"**Authorized Representative**" shall mean, any person designated by UNDP and its Associated Agencies in writing to request Travel Management Services.

"**Country**" shall mean, Uzbekistan.

"**Travel Authorization**" shall mean, a travel authorization form issued by UNDP and its Associated Agencies or such other document or form as, from time to time, may be authorized by UNDP and its Associated Agencies in writing to the Travel Agent for such use.

"**Traveler**" shall mean any person designated on a Travel Authorization, or such other request as may be approved by UNDP or its Associated Agencies, and any other traveler who may be authorized to travel at the expense of UNDP or an Associated Agency.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1: Scope of the Agreement

1.1 This Agreement is a contract for the provision of travel management and related services such as, but not limited to, airline ticketing and airport transfer, hotel reservations and related services (visa service, travel insurance, car rental) (hereafter the "Travel Management Services") by the Travel Agent.

1.2 Travel Management Services shall include arrangement of travel plans and preparation of suitable itineraries (including alternative routings, departures and arrivals) at the lowest cost for Staff Members and or their dependents (for purpose of official and non-official travels) and for Consultants, government officials and participants attending meetings or on official business for UNDP, or Associated Agencies.

ARTICLE 2: Responsibilities of the Travel Agent

2.1 Travel Management Services, as may be requested by UNDP or any of its Associated Agencies, provided by the Travel Agent shall include those services listed in the Terms of Reference, e.g.:

- (a) onward air fare, rail and ground transportation, hotel and car rental reservations and travel insurance; whenever possible, discount rates for car rentals, public carriers on a world-wide basis;
- (b) information on country visa requirements, health, immigration clearance, foreign exchange control regulation and other government restrictions, and assistance in obtaining travel tax exemption certifications, passports and entry visas to the Country;
- (c) delivery of airline tickets within twenty-four (24) hours of receipt of Travel Authorizations, (or earlier depending on need), and seat assignments on flights and issuance of boarding passes, where possible;
- (d) reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of changed routing or fare structures and printed itineraries showing complete information on status of reservations on all carriers and hotels;
- (e) timely notification to Travellers of airport closing, cancellations or delays in flights, trains, buses or voyages and obtain any reimbursement which may be due on account of cancelled or reissued reservations and/or tickets;
- (f) investigation on any complaints from Travellers and follow up the recovery of lost baggage;
- (g) executive club facilities at transfer points;
- (h) organization of travel plans for meetings and conferences;
- (i) organization of seminars on travel and ticketing for UNDP and its Associated Agencies Travel Unit staff.

2.2 The Travel Agent shall be equipped with a fully automated accounting system interfaced with the computerized reservation system with UNDP's requirements therefor, as set out in the RFP.

2.3 The qualifications and experience of any employees whom the Travel Agent may assign to perform the Travel Management Services hereunder shall be the same, or better, as those specified in the Travel Agent's Proposal. The Travel Agent shall provide UNDP and its Associated Agencies with the home address and telephone number of one key personnel among its employees to assist UNDP and its Associated Agencies during emergencies outside of the normal business hours.

2.4 The Travel Agent shall neither seek nor accept instruction from any authority external to UNDP or to its Associated Agencies in connection with the performance of this Agreement. The Travel Agent shall refrain from any action which may adversely affect UNDP or its Associated Agencies and shall fulfill its commitments with the fullest regard for the interests of UNDP and the United Nations.

ARTICLE 3: Services by UNDP

3.1 UNDP and its Associated Agencies will submit to the Travel Agent a list of staff, authorized to request Travel Management Services on behalf of Agencies. UNDP and its Associated Agencies will submit to the Travel Agent requests for Travel Management Services in writing. Such requests will be sent by an Authorized Representative.

ARTICLE 4. Compensation to the Travel Agent

4.1 The Travel Agent shall charge a service fee for each air ticket issued, which shall constitute the sole compensation for the Travel Management Services provided under this Agreement. The Travel Agent shall not expect to retain any standard or override commissions from air carriers.

4.2 UNDP and its Associated Agencies shall be responsible for payment of airline ticket and associated expenses as may be expressly provided in the Travel Authorizations, together with any charges incurred and for which UNDP and its Associated Agencies are responsible. The Travel Agent shall, however, use its best efforts to minimize the imposition of charges and penalties.

4.3 UNDP and its Associated Agencies shall reimburse the Travel Agent:

(a) for all authorized airline tickets and Prepaid Tickets issued.

(b) However, the Travel Agent shall reimburse UNDP or its Associated Agencies at the end of each month for any unsettled refund claims that have been outstanding for more than sixty (60) days. If, after settlement, the Travel Agent presents evidence of valid rejection of any claim for such refund, UNDP or its Associated Agencies shall reimburse the Travel Agent for all such rejected claims for which the Travel Agent has reimbursed UNDP.

4.4 Whenever the Travel Agent has directly incurred or paid costs for authorized airline tickets issued outside the Country by affiliate agencies, UNDP or its Associated Agencies, at its option, shall make reimbursement either in United States dollars at the official United Nations rate of exchange, or in the currency in which the expenditure was incurred. The Travel Agent shall co-operate with UNDP and its Associated Agencies to the fullest extent possible in the utilization of currencies other than United States dollars and readily convertible currencies for payments that need to be made pursuant to this Agreement.

4.5 UNDP and its Associated Agencies shall make payments to the Travel Agent within thirty (30) days after the receipt and certification of the Travel Agent's invoice, which shall be submitted only after completion of the Travel Management Services to which it relates and only if UNDP or its Associated Agencies have certified that the Travel Management Services have been satisfactorily performed by the Travel Agent.

ARTICLE 5: Finances and Accounts

5.1 Each month the Travel Agent shall submit a statement of account with supporting documents for reimbursement. The statement of account shall show for each transaction, the country and currency in which all costs were incurred by UNDP or its Associated Agencies, the date, the invoice number and the name of the Traveller. For tickets purchased in the Country, the statement of account shall show the Travel Authorization Form number, the cost of air fare in US Dollars and the equivalent amount in local currency.

5.2 All funds and refunds on tickets for travel not undertaken by UNDP or its Associated Agencies Travellers shall be credited to the account of UNDP or its Associated Agencies, in the form of a credit to UNDP's or its Associated Agencies' account.

5.3 The Travel Agent shall provide for the exclusive and confidential use by UNDP of a comprehensive quarterly statement of income and expenditures of the travel operations established by the Travel Agent in accordance with this Agreement. Such statement of income and expenditures shall conform to Generally Accepted Accounting Principles ("GAAP") in and shall be submitted to UNDP no later than one (1) month following the end of the quarter year period to which the statement relates.

5.4 UNDP and its Associated Agencies reserve the right to withhold the refund of expenses should it be proven that the Travel Agent deliberately caused UNDP or its Associated Agencies to incur a loss. Such retention shall not lead to either the suspension or termination of this Agreement. The amount thus withheld shall not generate interest.

5.5 The Travel Agent shall also provide updated information on rates and travel schedules for specific itineraries as requested by UNDP and its Associated Agencies in writing for budgeting purposes.

ARTICLE 6: Representation and Warranties

6.1 The Travel Agent represents and warrants that, at the time of ticketing, it will obtain the lowest fare applicable for the mode and class of travel and/or other travel services authorized by UNDP and its Associated Agencies in accordance with this Agreement and consistent with the Travel Authorization for the journey concerned. Such lowest cost fare will reflect the most direct and economical routing.

6.2 UNDP and its Associated Agencies shall have the right to perform pre or post travel audits, through its travel unit or through independent auditors, in order to assess the Travel Agent's compliance with the lowest cost fare. In the event that the Travel Agent has not obtained the lowest cost fare, the Travel Agent shall refund to UNDP or its Associated Agencies the difference between the price paid by UNDP or its Associated Agencies and the price of the lowest cost fare which was available. In the event that UNDP or its Associated Agencies notify the Travel Agent that

it considers the number of times the lowest fare has not been obtained by the Travel Agent, UNDP shall have the right to immediately terminate this Agreement.

6.3 UNDP and its Associated Agencies neither represent nor warrant that the Travel Agent will provide a guaranteed level of Travel Management Services hereunder, and UNDP and its Associated Agencies do not guarantee any minimum quantity of Travel Management Services or procurement.

ARTICLE 7: Duration

7.1 This Agreement shall be in full force and effect for a period of ____ year(s) from _____ to _____ unless priorly terminated by UNDP on provision of fourteen (14) days' notice and in writing.

7.2 This Agreement shall be renewable by mutual agreement of the Parties and in writing.

ARTICLE 8: Notices

8.1 Any notice or other communication required under this Agreement shall be in writing and deemed to be property given upon receipt by the addressee at the address mentioned on the first page hereof, unless otherwise agreed.

ARTICLE 9: Confidentiality

9.1 The Travel Agent shall not disclose for any purpose (unless required by law or judicial order) any information provided by UNDP and its Associated Agencies to the Travel Agent under the present Agreement.

ARTICLE 10: General Provisions

10.1 This Agreement constitutes the entire understanding and agreement of the Parties hereto and supersedes any and all prior agreements, whether written or oral, between the Parties.

10.2 This Agreement is subject to the UN General Conditions (Annex C). In the case of any inconsistency between the documents referred to in this Agreement, the terms of this Contract and of the UN General Conditions shall prevail over the terms of the UNDP's RFP, which shall, in turn, prevail over the terms of the Travel Agent's Proposal.

10.3 This Agreement may not be amended or otherwise modified unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have signed this Agreement:

ACCEPTED:

FOR THE TRAVEL AGENT:

By: _____
Name: _____
Title: _____
Date: _____

ACCEPTED:

FOR UNDP:

By: _____
Name: _____
Title: _____
Date: _____



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, 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:

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.

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.

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 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:

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 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.
