

REQUEST FOR PROPOSALS

**Provision of Travel Management Services
to UN Agencies in Iraq and Jordan on Long Term Agreement basis
Iraq / Jordan**



**United Nations Development Programme
April 2013**

Section 1. Letter of Invitation

Amman, Jordan
4 April 2013

Ref. no.: RFP-026/13

Subject: Provision of Travel Management Services to UN Agencies in Iraq and Jordan on Long Term Agreement basis

Dear Sir / Madam:

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

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security
- Section 9 – Form for Advanced Payment Guarantee
- Section 10 – Standard Agreement for the 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 Iraq (Amman office)
Building No. 16, Majid Al-Edwan Street, Shmessani, Amman, Jordan
Email: dolores.maitim@undp.org
Attention: Dolores Maitim, Procurement Analyst

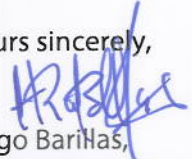
The letter should be received by UNDP no later than Close of Business, 16 April 2013. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

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

Yours sincerely,


Hugo Barillas,
Head of Procurement Unit

Section 2: Instruction to Proposers

Definitions

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

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

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

Total Combined Score:

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

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. ¹	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	UNDP Iraq
2		Title of Services/Work:	Provision of Travel Management Services to UN Agencies in Iraq and Jordan on Long Term Agreement basis
3		Country / Region of Work Location:	Iraq and Jordan
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held on:	Time: 10:30 (Jordan local time) Date: 17 April 2013 Venue: UNDP Iraq Conference Room (4 th floor), Building No. 16, Majid Al-Edwan Street, Shmessani, Amman, Jordan The UNDP focal point for the arrangement is: Dolores Maitim, Procurement Analyst Telephone: +962 6 5608330 ext. 376 Facsimile: +962 6 5608332 E-mail: dolores.maitim@undp.org
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days

¹ All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Required Amount: 5,000.00 USD (five thousand US Dollars) Form: Bank Guarantee; Certified Check <input type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template) <input checked="" type="checkbox"/> Certified Check
11	B.9.5 C.15.4 a)	Validity of Proposal Security	150 days from the last day of Proposal submission. Proposal Security of unsuccessful Proposers shall be returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> 50,000 USD (fifty thousand US Dollars) ² <input type="checkbox"/> Not allowed
13		Liquidated Damages	N/A
14	F.37	Performance Security	<input type="checkbox"/> Required <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\$) Reference date for determining UN Operational Exchange Rate: 5 May 2013
16	B.10.1	Deadline for submitting requests for clarifications/questions	7 days before the submission deadline.
17	B.10.1	Contact Details for submitting clarifications/questions ³	Focal Person in UNDP: Dolores Maitim, Procurement Analyst Address: UNDP Iraq, Building No. 16, Majid Al-Edwan Street, Shmessani, Amman, Jordan E-mail address dedicated for this purpose: dolores.maitim@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website ⁴ http://www.iq.undp.org/ProcurementNoticesOverview.aspx
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: 1 (one) Copies: 1 (one)
20	D.23.1 D.23.2 D.24	Proposal Submission Address	RFP-026/13 NOT TO BE OPENED BY REGISTRY: UNDP Iraq

² If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 9

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

⁴ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

			Building No. 16, Majid Al-Edwan Street Shmessani Amman – Jordan Attention: Procurement Unit
21	C.21 D.24	Deadline of Submission	Date and Time: 5 May 2013, 16:00 (Jordan local time)
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	N/A
24	D.23.1	Date, time and venue for opening of Proposals	N/A
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 (i.e. offers that are rated 70% and above) <input type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Copy of IATA Accreditation Certificate <input checked="" type="checkbox"/> Trade name registration papers, if applicable <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory, if applicable <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <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"/> List of corporate clients highlighting similar contracts for clients of comparable business nature and size as UNDP/UN <input checked="" type="checkbox"/> CVs of managerial personnel and travel staff highlighting experiences in servicing international organizations of similar size and nature as UNDP/UN, including relevant certificates, accreditations, awards and citations received <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report if available for the past three years <input checked="" type="checkbox"/> Statement of Satisfactory Performance or Letters of Recommendations from the Top three Clients or business

			<p>partners</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded</p> <p><input checked="" type="checkbox"/> Other relevant documents, as requested in the Terms of Reference</p>
27		Other documents that may be Submitted to Establish Eligibility	Please refer to Section 3, sub-section E
28	C.15	Structure of the Technical Proposal <i>(only if different from the provisions of Clause 15)</i>	Please refer to Section 3, sub-section E
29	C.15.2	Latest Expected date for commencement of Contract	2 September 2013
30	C.15.2	Expected duration of contract	Long Term Agreement for up to 3 (three) years
31		UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One Proposer only</p> <p><input type="checkbox"/> One or more Proposers, depending on the following factors: N/A</p>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<p><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;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the RfP requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.</p>
34		Conditions for Determining Contract Effectivity	<p><input type="checkbox"/> UNDP's receipt of Performance Bond</p> <p><input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance</p> <p><input checked="" type="checkbox"/> Others: Advance Payment Guarantee presented</p>
35		Other Information Related to the RFP	<p>Further information, instructions and/or amendments to the solicitation documents shall be published at the UNDP Iraq tenders website: http://www.iq.undp.org/ProcurementNotices_Overview.aspx</p>

Technical Evaluation Criteria:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Experience, Capability and Reputation of Travel Agency	30%	300
2.	Proposed Work Plan and Approach	40%	400
3.	Personnel / Manpower	30%	300
Total			1000

Technical Proposal Evaluation Form 1			Points obtainable
Experience, Capability and Reputation of Travel Agency			
Professional Experience			
1.1	Years of existence		25
	➤ between 2 and 5 years (2 years minimum requirement)	15	
	➤ more than 5 years (1 point for each additional year, but no more than 10 points)	10*	
1.2	Years of IATA membership/accreditation		25
	➤ between 2 and 5 years (2 years minimum requirement)	15	
	➤ more than 5 years (1 point for each additional year, but no more than 10 points)	10*	
1.3	Years of experience with UN Agencies in Iraq and Jordan and/or other International Organizations, Embassies, multinational corporations		20
	➤ between 1 and 3 years (1 year minimum requirement)	10	
	➤ more than 3 years (1 point for each additional year, but no more than 10 points)	10*	
1.4	Membership in global travel management associations (American Express Travel, BCD Travel, TQ3, Carlson Wagonlit Travel, others)		20*
Travel Agency Capability			
1.5	Size of Agency (branch offices, number of employees)		45
	➤ Branch office(s) in Amman, Jordan	15	
	➤ Branch offices in Iraq (Erbil, Baghdad) (5 points for office in each location, but no more than 10 points)	10*	
	➤ 1-2 travel reservation agents	5	
	➤ More than 2 travel reservation agents (5 points for every additional travel reservation agent, but no more than 15 points)	15*	
1.6	Volume of sales (number of air tickets issued, annual international air tickets turnover)		60
	➤ 4000 air tickets issued annually (minimum requirement)	20	
	➤ more than 4000 air tickets issued annually (1 point for every additional 1000 air tickets, but no more than 10 points)	10*	
	➤ annual ticket turnover of 2,000,000 USD (minimum requirement)	20	
	➤ annual ticket turnover of more than 2,000,000 USD (1 point for every additional 500,000 USD turnover, but no more than 10 points)	10*	

1.7	Reservation/Booking Systems		20
	➤ one booking system (minimum requirement)	10	
	➤ additional booking systems (5 points for every additional booking system, but no more than 10 points)	10*	
Reputation of Travel Agency			
1.8	History of organization, its general reputation, competence and reliability		45
1.9	Reliability (References and letters of recommendations)		40
	➤ minimum 3 letters of recommendation	20	
	➤ recommendation from IATA Air Carrier (5 points for each recommendation, but no more than 10 points)	10*	
	➤ recommendation from a UN agency or other International Organization(s), Embassies, multinational corporations (2 points for each recommendation, but no more than 10 points)	10*	
Total Form 1			300

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Work Plan and Approach		
2.1	Understanding of and responsiveness to TOR and RFP requirements	25
2.2	Approach to the services required and Management Plan for providing services to the UN Agencies in Iraq and Jordan <ul style="list-style-type: none">• Adequacy and acceptability of resources to successfully undertake the contract• Practicality and appropriateness of the proposed process and implementation timetable/management arrangements• Acceptability of suggested working hours; existence of service/travel assistance beyond working hours and during weekends and official holidays• Description of all technology and reporting products proposed for the UNDP• Quality of monthly and quarterly summaries about travel agent sales activity data (supported by actual examples)	100
2.3	Travel Products and Services offered (quality and completeness) <ul style="list-style-type: none">• Type of computerized airline system• Completeness of travel products• Ticketing and reservation• Three alternative routings• Airport pick up/transfer• Conference, workshops, seminar organization• Ability to secure lowest available airfare evidenced by pass on rates to UN• Refunds of not used tickets• Understanding of UN travel rules• Other value added products offered	100
2.4	Appropriateness of internal quality control and corporate standards <ul style="list-style-type: none">• Established system of quality control of the services provided• Suggested system of notification of UNDP if any deficiencies detected and corrective actions taken	75
2.5	Assessment of the agency's capability to provide best rates to the UN Using the preferred pass on rates, the proposal must show the ability to secure <ul style="list-style-type: none">• better or lower than market standard rates presently being enjoyed• knowledge that the rates are lowest obtainable in the market• ability and knowledge to secure rates using various carriers for the same destination• any profit the agency will be earning from the use of pass on or preferred rates.	100
Total Form 2		400

Technical Proposal Evaluation Form 3			Points Obtainable
Personnel / Manpower			
3.1	Description of roles and responsibilities of assigned staff, type of training provided to Travel Agency personnel		130
3.2	Experience of company manager		40
	➤ 7 years of experience for company manager (minimum requirement)	20	
	➤ more than 7 years of experience for company manager (2 point for every additional year of experience, but no more than 20 points)	20*	
3.3	Experience, Qualifications and Skills of proposed Senior Travel Expert		130
	➤ 5 years of experience for proposed Senior Travel Expert (minimum requirement)	25	
	➤ more than 5 years of experience for proposed Senior Travel Expert (2 point for every additional year of experience, but no more than 20 points)	20*	
	➤ Certificates or diplomas in travel management services (at least one certificate or diploma in air tickets booking system)	25	
	➤ IATA certificate	20*	
	➤ Additional certificates or diplomas in travel management services (5 points for every additional certificate, but no more than 25 points)	25*	
	➤ English language level certificate	15*	
Total Form 3			300

*additional points that can be obtained by satisfying given evaluation criteria

Financial Proposal Assessment and Criteria:

The Proposers are asked to prepare the Financial Proposal as per format presented in Section 7 of the present Request for Proposal and submit it as a separate envelope from the rest of the RFP response.

All prices/rates quoted must be exclusive of all taxes, since the UN is exempt from taxes.

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

The formula for determining the financial scores for each financial criterion is as follows:

$$\text{FS per Criterion} = \text{Points Obtainable} \times \text{F1/FC}$$

F1= lowest price for respective criterion among the technically qualified Proposers
FC= price under consideration

The contract shall be awarded to the Proposer which obtains the highest total financial score (i.e. lowest financial offer).

Financial Evaluation Criteria:

Financial Proposal Evaluation		Points Obtainable
Ticketing Based Charges and Other Service and Transaction Fees		
TICKET ISSUANCE FEES:		
1.	Ticket Issuance Fee (Domestic and International)	40
MISCELLANEOUS TICKET TRANSACTION FEES (exclusive of carriers fees and penalties):		
2.	Re-issuance service fee	6
3.	Refund service fee	2
4.	Cancellation service fee within reporting period	2
NON-TICKET BASED FEES AND OTHER SERVICE CHARGES:		
5.	DSA Distribution Fee	35
6.	Hotel/Car reservation and accommodation	10
7.	Airport transfer (meet and greet at airport)	5
Total Financial Score		100

Proposers may indicate in a separate table additional services, which are not included in the table above, and the respective transaction fees. This information shall be for information purposes only and shall not be part of the Financial Evaluation.

NOTE: WHEN SUBMITTING YOUR BID DOCUMENTS, PLEASE CAREFULLY PLACE THE TECHNICAL AND FINANCIAL PROPOSALS IN SEPARATE ENVELOPES. UNDP WILL NOT BE ABLE TO CONSIDER BIDS THAT CONTAIN THE TECHNICAL AND FINANCIAL PROPOSALS IN ONE ENVELOPE, AND/OR BIDS OF WHICH THE OPERATIONAL AND TECHNICAL PART CONTAINS ANY PRICING INFORMATION WHATSOEVER ON THE SERVICES OFFERED.

Section 3: Terms of Reference (TOR)

Provision of Travel Management Services to UN Agencies in Iraq and Jordan on Long Term Agreement basis

A. Background and General Considerations

1. Background

UNDP Iraq Country Office (CO) has been selected as the Lead Agency to organize and conduct the bidding process on behalf of the following UN Agencies in Iraq and Jordan: UNDP Iraq CO, UNDP Jordan CO and UN Women Jordan CO. In order to achieve time and cost efficiency while ensuring outstanding quality of service, UNDP Iraq CO, on behalf of the UN Agencies listed above, envisages entering into Long Term Agreement with one qualified Travel Agency for the provision of 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 Management Services, as referred to in the Terms of Reference, shall apply to all domestic and international journeys of UN Agencies staff from one place to another for official and personal business purposes. These services include, but need not be limited to, the following:

- Ticket issuance for official international and domestic travel using commercial flight (individual and group);
- Issuance/Distribution of Daily Subsistence Allowance;
- Transportation and airport transfers;
- Visa processing and documentation;
- Hotel and Car rental reservations;
- Staff personal travel requirements.

The UNDP shall enter into agreement with the successful bidder for an initial period of one (1) year, and may be extended annually up to a maximum three (3) years, upon:

- a) Satisfactory evaluation of performance, based on a survey of UNDP travellers and travel focal persons from other UN Agencies;
- b) Retention of the same rates as agreed with the UNDP during the first year of contract, except when the rates will be reduced without a reduction in the scope and quality of services; and
- c) Other extenuating circumstances as may be found or deemed appropriate by the UN based on its standard principles.

The agreement shall not set a minimum guarantee on volume sales on the part of the UNDP, nor will the UNDP or the Travel Agent be allowed to impose such a guarantee of volume.

This tendering process is not to be misconstrued as a manifestation of dissatisfaction on the services of the current travel service provider, but rather a regular exercise of scanning the market for better terms, rates and services that the UN may be missing out but may be worth taking advantage of.

2. UNDP Travel Policy

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

- a. To purchase the lowest restricted and non-refundable fare, replacing the present practice of using a less restricted refundable fare. It is noted that restricted tickets would severely limit refunds, and any changes or cancellations could require the re-purchasing of tickets. Full economy fares may be used if no appropriate reduced fares are available. The Travel Agencies 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-over), however, shall be booked with the express approval of authorized UNDP personnel.

- b. Business class travel or equivalent may be applicable only in limited situations.
- c. Travel regulations prohibit first-class travel except for a few specific categories.
- d. To abolish the current practice of "absolute entitlement", where the traveller can decide to downgrade from business class to economy and benefit from making a personal side trip.
- e. For large UNDP conferences with 20 or more participants:
 - To require the arrangement of preferential rates for hotel accommodation for participants, the benefits of which will be passed on to UNDP by establishing an ad-hoc DSA rate; and
 - To request the Heads of Bureau to review the location selection process, and authorize the most economical option, including transportation, DSA and facilities costs.
- f. The Travel Agencies shall, where appropriate, attempt to obtain free business class and first class upgrades for UNDP travellers. Any upgrades should be used for the cost-savings purposes.

3. UN Agencies Travel Production Report for 2010-2012

The average annual volume of travel services (including events) procured by the UN Agencies in Iraq and Jordan during 2010-2012 amounts to approximately USD 4,750,000 (four million seven hundred and fifty thousand US Dollars). Although there is no expected travel budget, ticketing and other travel services volume in the years to come is expected to remain at the comparatively similar levels. However, any agreement resulting from this Request for Proposal carries with it no guarantee of future business levels.

The annual value and volume of travel services procured by the UN Agencies in Iraq and Jordan listed above during 2010-2012 is presented below. These figures shall serve as indication of expected future business level, however UN Agencies in Iraq and Jordan listed above neither represent nor warrant that the selected Travel Agency will provide a guaranteed level of Travel Management Services hereunder, and UN Agencies do not guarantee any minimum quantity of Travel Management Services or procurement.

A. UN Agencies Travel Production Report 2010-2012

AIR TICKETS	2010			2011			2012		
	No. of tickets	Value, USD	% of Total	No. of tickets	Value, USD	% of Total	No. of tickets	Value, USD	% of Total
UNDP Iraq	2,021	1,465,459	90.95	1,965	1,318,441	90.53	1,177	1,057,800	91.76
UNDP Jordan	147	88,673	5.50	140	71,182	4.89	27	18,777	1.63
UN Women Jordan	100	57,165	3.55	74	66,727	4.58	88	76,183	6.61
Total	2,268	1,611,297	100.00	2,179	1,456,350	100.00	1,292	1,152,760	100.00

OTHER SERVICES UNDP Iraq	2010			2011			2012		
	No.	Value, USD	% of Total	No.	Value, USD	% of Total	No.	Value, USD	% of Total
DSA Distribution	290 events	1,132,173	55.38	318 events	1,598,326	40.43	386 events	1,532,724	40.07
Hotel/car reservation	290 events	580,597	28.40	318 events	2,125,854	53.78	386 events	2,000,123	52.29
Airport transfers	290 events	266,557	13.04	318 events	146,244	3.70	386 events	177,801	4.65
Service Fees	290 events	64,893	3.17	318 events	82,763	2.09	386 events	114,186	2.99
Total	290 events	2,044,220	100.00	318 events	3,953,187	100.00	386 events	3,824,834	100.00

OTHER SERVICES UN Women Jordan	2010			2011			2012		
	No.	Value, USD	% of Total	No.	Value, USD	% of Total	No.	Value, USD	% of Total
DSA Distribution	9 events	50,507	57.26	3 events	15,784	76.86	17 events	76,047	77.88
Hotel/car reservation	9 events	27,722	31.43	3 events	2,157	10.50	17 events	12,911	13.22
Airport transfers	9 events	7,652	8.68	3 events	1,574	7.66	17 events	5,183	5.31
Service Fees	9 events	2,322	2.63	3 events	1,022	4.98	17 events	3,507	3.59
Total	9 events	88,203	100.00	3 events	20,537	100.00	17 events	97,648	100.00

SUMMARY	2010			2011			2012		
	No.	Value, USD	% of Total	No.	Value, USD	% of Total	No.	Value, USD	% of Total
Air Tickets	2,268	1,611,297	43.04	2,179	1,456,350	26.82	1,292	1,152,760	22.71
Other Services	299 events	2,132,423	56.96	321 events	3,973,724	73.18	403 events	3,922,482	77.29
Total		3,743,720	100.00		5,430,074	100.00		5,075,242	100.00

B. UN top airlines based on air ticket volume

2010		2011		2012	
Airline	No. of tickets	Airline	No. of tickets	Airline	No. of tickets
RJ	1472	RJ	1624	RJ	952
TK	327	TK	207	TK	164
ME	117	ME	90	ME	55
QR	40	EK	41	EK	19
LO	39	AF	26	AZ	12
AF	33	KK	23	QR	11
MS	28	MS	20	MS	11
EK	27	LH	18	LH	10
EY	24	GF	17	KQ	8
LH	19	OS	16	AT	7

C. UN top destinations/itineraries in 2012, based on air ticket volume

2012			
Destination / Itinerary	No. of tickets	Destination / Itinerary	No. of tickets
Baghdad-Amman	161	Amman-Dubai	11
Amman-Erbil	133	Baghdad-Beirut	11
Amman-Baghdad	99	Baghdad-Istanbul	11
Erbil-Amman	57	Amman-Basra	10
Basra-Amman	34	Amman-New York	9
Amman-Beirut	18	Erbil-Beirut	9
Baghdad-Erbil	17	Cairo-Amman	8
Amman-Istanbul	14	Istanbul-Amman	6
Beirut-Amman	12	Erbil-Baghdad	5
Sulaymaniyah-Amman	12	Baghdad-Montreal	4

B. Scope of Services, Expected Outputs and Performance Standards

4. Objective

UNDP Iraq CO, on behalf of the UN Agencies in Iraq and Jordan listed above, is hereby undertaking a solicitation of proposals from Travel Agencies which are interested to provide various Travel Management Services regularly required by the UN Agencies in Iraq and Jordan. All management and administrative products, current and emerging, which assist in the support of the authorized travel, fall within the scope of the proposal. The successful proposer shall be contracted for this purpose for an initial period of one (1) year and renewable for additional two (2) years, upon satisfactory evaluation of performance.

5. Scope of Services and Expected Outputs

The successful Travel Agency shall render a full spectrum of high quality services, in a prompt, pleasant and hassle-free manner to all the officers/staff of the UN System, including their dependents and other travellers authorized/accredited under the UN System, and in accordance with the UN policies, procedures and guidelines. The broad range of international and domestic travel products and services required by the UN Agencies shall basically include, but not be limited to, the following:

1) Reservation and Ticketing Services

- a) For duly approved UNDP Travel Authorisations, the Travel Agency shall immediately make bookings and prepare appropriate itineraries and formal quotations based on the lowest fare and most direct and convenient routing. If the reservations made by the Travel Agency are not the lowest available rate allowed, at the time of ticketing, the Travel Agency shall refund the difference to UNDP. Upon receipt of the Travel Authorisation, the Travel Agency shall:
 - prepare the appropriate itineraries on preferably three main airlines operating the route;
 - formalize the 3 quotations based on the most economical fare, the most direct and convenient routing;
 - unless travel time exceeds nine (9) hours in duration with a maximum four (4) hours break between flight segments, refer to updated travel policy;
 - transmit the same to the passenger/requisitioner of the travel;
 - inform travellers of flight and ticket restrictions, involuntary stop overs, hidden stops, and other inconveniences of the itinerary and provide required documentation for travels;
 - explain in writing all restrictions and limitations when using special fares.
- b) For wait-listed bookings, the Travel Agency shall provide daily feedback on status of flight and continuously endeavour to secure confirmation until it is obtained;
- c) In the event that required travel arrangements cannot be confirmed, the Travel Agency shall notify the requesting party of the problem and present three (3) alternative routings/quotations for the traveller's consideration;
- d) The Travel Agency shall accurately and in a timely manner advise the UN of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- e) The Travel Agency shall deliver e-tickets, based upon proper authority from the UNDP in case of travel, itineraries, boarding passes (where available) and other travel documents as determined necessary by the UNDP. E-Tickets will be sent by email to UNDP authorized travel clerk who will forward it to the traveller. When possible, tickets shall routinely be provided no earlier than three days in advance of travel unless required otherwise;
- f) The Travel Agency shall ensure that all tickets issued are in accordance with entitlements prescribed in the UN Travel Authorisation. Upon receipt of a UN Requisition or Travel Authorization form duly approved by designated UN officials, the Travel Agency 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) Provide the same level of service for reconfirmation, rebooking, revalidation, reissuance, replacement and refund requirements;

- h) In the event of loss, the Travel Agency shall immediately replace airline tickets, at no additional service charge, other than applicable airline charges;
- i) Assist passengers in lost baggage tracing or damage claims;
- j) Manage the comprehensive database that will include, but need not be limited to, all relevant and important passenger information such as passport and UNLP information/details, frequent flyer data, seat and meal requests/preferences, and other service information;
- k) Monitor outbound and inbound flights to advise passengers of schedule changes and ensure protection for cancelled, delayed, diverted and misconnected flights;
- l) The Travel Agency shall assist the Travel Administrator in negotiating with airlines on preferred fare conditions for UNDP, such as flexible ticketing deadlines;
- m) The Travel Agency shall advise market practices and trends that could result to further savings for UNDP, including the use of corporate booking tools with automated travel policy compliance and enforcement and travel management reporting.

2) Travel Documentation and Advisory Services

The Travel Agency shall:

- a) provide services for the timely application and release of passports, visas, laissez passer, note verbale, tax exemption certificates, etc.;
- b) ensure that all traveling staff have complete and valid travel documents required for their journeys, sufficiently before departure;
- c) provide accurate advisory on countries that honour or do not honour UNLP, validity date requirements, etc.;
- d) assist in the immediate replacement of travel documents in the event of their loss;
- e) provide travellers with quick reference, online and offline relevant information on official destination (visa requirements, security procedures, airport transfers/ land transportation and facilities, local points of interest, currency restrictions, regulations, health precautions, weather, etc.);
- f) promptly notify travellers of airport closures, delayed, cancelled flights, as well as other changes in the itinerary that might affect or will require preparations from travellers, sufficiently before departure time.

3) Issuance of Traveller's Checks and US\$ Notes (DSA)

The Travel Agency shall:

- a) issue traveller's checks or US Dollar Notes, as appropriate, to the authorized UN passenger, simultaneous and independent to the issuance of the ticket, in the amount corresponding to the Daily Subsistence Allowance (DSA) applicable to the destination/s without additional cost to the UN (Note: the Travel Agency is expected to know the standard DSA rates of the UN, and which destinations require US\$ Notes or TCs); and
- b) monitor the Daily Subsistence Allowance (DSA) releases in the form of US Dollars, up to a monthly cumulative ceiling amount of US\$50,000. Upon consumption of this amount, the Travel Agency shall duly advise UN so that UN may settle the outstanding amounts in a timely manner. Beyond the said amount, the UN understands that the Travel Agency may no longer be obliged by the UN Agency to release more US\$ note, unless the Travel Agency is willing to do so, at its own discretion.

4) Flight Cancellations / Rebooking, Refunds and Commissions

The Travel Agency shall:

- a) monitor outbound and inbound flights to advise passengers of schedule changes and ensure protection for cancelled, delayed, re-routed flights and misconnection;
- b) 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;
- c) the Travel Agency shall absorb cancellation and or change of reservation date charges which are due to no fault of UNDP traveller;
- d) process for refund all returned airline tickets for official travel and credit these to the UN as expeditiously as possible;
- e) the UNDP shall be fully reimbursed at all times by the Travel Agency for partly or fully unused tickets, subject to applicable regulations;

- f) refund tickets within 3 months (shorter period offered, more favourable); no additional charge for processing refund, only valid airline charges, i.e. no additional charges will accrue to the Travel Agency;
- g) for cancelled tickets before traveling, UNDP shall be only charged for airlines charges and transaction fees;
- h) likewise, it is expected that UN receives any commission from issuance of airline tickets and travel agency will charge only applicable service charges.

5) Supplier Relations

- a) The Travel Agency shall not favour any particular air carrier when making reservations;
- b) The Travel Agency shall maintain excellent relations with all air carriers for the benefit of the UNDP;
- c) The Travel Agency shall undertake to provide contacts between UNDP and 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.

6) Availability of Other Products and Services as May Be Requested

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

- a) PTAs/MCOs – excess baggage;
- b) Package Tours and Promotions for Personal Travel;
- c) Preferred Seating Arrangements / Upgrades;
- d) Privileged Check-in Services / Use of Airline Lounges Facilities;
- e) Hotel reservations / Accommodations;
- f) Excess Baggage / Lost Baggage;
- g) Ground Transportation / Car Rental;
- h) Emergency Services, e.g. sickness, injury, etc.;
- i) Travel Insurance;
- j) Transfer-Out Assistance;
- k) Travel Assistance / Support to Conference / Special Events;
- l) VIP Check-in;
- m) Airport assistance, use of lounge and other facilities;
- n) Others as may be requested.

The foregoing description of services herein required by the UN System, as well as the succeeding performance standards, were identified and herein spelled out specifically, based on many years of experience, best practices and lessons learned. Hence, the UN will be strictly enforcing them and ensuring the travel agency's compliance to them during the course of their contractual relationship.

6. Performance Standards and Service Level Guarantee

The contracted Travel Agency shall perform its services and deliver its products in accordance with the herein prescribed minimum performance standards set by the UN Agencies, which shall also serve as the basis for the annual performance survey across UN Agencies:

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 minimum use of resources	<ul style="list-style-type: none"> ▪ For confirmed bookings via itinerary within two hours from time of request ▪ For wait listed bookings via regular updates every two days
2. Airline e-Tickets	Agency Accuracy	Ability to perform task completely and without error	<u>Zero-error</u> in the printed ticket/itinerary and in delivery to traveller
	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-incidence</u> of complaints / aborted travel due to incomplete travel documents
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 rates or lower than market standards
	Company concern about fares	Ability to quote competitive fare	At same or at levels lower than airline preferred rates. Guarantee that <u>one quotation is the lowest</u> obtainable fare
	Good value indicated by price	Competitiveness of fares quoted vs. restrictions or lack/absence thereof	At the same terms or better than quoted by airlines
	Willingness to assist UN negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent UN Agencies 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 learn needs or preferences of client and implement improvements	Regular coordination with UNDP
		Willingness to go out of one's way to help the traveller	No. of personal travels booked with travel agency
7. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	100 % within one month from date of cancellation
	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week Manner of resolution: Satisfactory score
8. Travel Reservation Agents	Competence	Knowledge of destinations Knowledge of airline practices, fare levels and shortest routes and connections Knowledge of UN travel policies	Proficiency rating of not less than 75%
9. Communication	Awareness Level of Travellers regarding Travel Agency Products and Services	Services and policies are communicated to travellers Travellers are well informed about matters concern them	Frequency of communications: Monthly
10. Office premises and Hours of Service	Readiness to do business	Sufficient manpower to commence business at the start of office hours Provision of skeletal workforce to answer calls during breaks	Zero complaints that no one was around to answer calls.
11. UN Travel Policy	Adherence to UN Travel Policy	Knowledge of UN Travel Policy and secure reservations only in compliance with it	Send 3 options for each reservation requests (if available) which are most direct & economical routes

C. Contractual and Institutional Arrangements

7. Service Configuration

- The ultimate goal is to set up an agreement with one competent and qualified Travel Agency resulting in provision of Travel Services and discount system. **Note:** Any type of income earned by the organization as a result of negotiated contracts may not be used for personal use, but should revert to UNDP account.
- Most satisfied with: highly competent/quick service and provision of the choice of the best/least costly routes possible.
- Less satisfied with: no discount system.
- Expectations: competitive prices; support with issuance of visa; coordination with Embassies; no

charge for airport transfers; car rental reservations.

8. Contract Parameters, Duration and Compensation Scheme

UNDP Iraq CO, on behalf of the UN Agencies in Iraq and Jordan listed above, envisages entering into a multiyear contract with one qualified Travel Agency for the provision of Travel Management Services. The duration of such agreement is initially 12 months, with the subsequent assessment of the services provided and possible further extension in case of the successful provision of Travel Management Services.

The UNDP reverses the right to terminate the contract at any time:

- on one month 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;
- immediately in the event of the Travel Agency 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.

UNDP recognizes the importance of confidentiality of the data provided: the proposal information and the travel itineraries and reservations of its travellers. Accordingly, the selected agency must keep confidential all dealings with UNDP. Given the nature of operations involved for UNDP Iraq CO and the UN Agencies listed above, additional and special security rules and regulations may apply. The selected Travel Agency is expected to comply and follow these strictly ensuring utmost confidentiality.

The Travel Agency, selected as a result of the present Request for Proposal, will pass on to the UN Agencies in Iraq and Jordan listed above the special fares and conditions offered in its Proposal. The successful Travel Agency shall generate its income on a per-ticket/transaction basis in the form of service fees charged for the various services listed and duly indicated in the Financial Proposal. The level of the service fees shall remain fixed for the whole duration of the contract. The UNDP Travel Administrator, 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. Frequency of deviation from the competitive rates in the market shall be factored into the annual performance review.

The successful Travel Agency, when required, should be able to provide in-plant services, equipment and facilities, with the least operational disruption, and with practically minimal lead time for UNDP, from the time of signing of the contract.

For purposes of accessibility, ease of coordination, and efficiency of delivery of services, UNDP Iraq CO strictly requires that the Travel Agency's team, serving only the UN requirements, be located in-plant in its office in Amman, Jordan. UNDP Iraq CO will charge the cost of space and utilities (light, monthly fixed phone bills except overseas calls, internet systems, water, etc.), which amounts to approximately 500 JOD (five hundred Jordanian Dinars) per month.

9. Services Quality Control

- a) The Travel Agency shall establish and operate to monitor on a regular and continual basis the quality of travel service 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.
- b) The UNDP shall be notified of any deficiencies found and corrective action taken; such actions shall be included in the Travel Agency's narrative report required.
- c) The UNDP reserves the right to conduct own quality control surveys, amongst frequent travellers.
- d) The Travel Agency 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.

10. Contract Management, Roles and Responsibilities, Reporting and Billing

The contract resulting from the present Request for Proposal shall be available for use by all UN Agencies in Iraq and Jordan listed above, which will designate one or several representatives to deal with the Travel Agency. However, the overall contract management responsibility shall rest with UNDP Iraq CO, whose Travel Administrator shall serve as focal point for this purpose.

The UNDP Iraq Travel Administrator shall serve as the focal point for the following:

- Overall point of contact for the contracted Travel Agency and representatives of the UN Agencies in Iraq and Jordan listed above;
- Obtain and review monthly reports from the Travel Agency;
- Conduct Travel Agency Performance Review once per year;
- Perform inspection of services, including verification and validation of fares, rates, monitor refunds and any possible commissions due to UN Agencies arising from contract.

Management Reporting System

The Travel Agency shall submit to the UNDP Iraq Travel Administrator the following reports/documents on a regular basis, or immediately upon request:

- a) Weekly list of all tickets issued including the passenger's name, itinerary and fare paid;
- b) Monthly production statistics (per UN Agency listed above and Consolidated format indicating travel volume and value per Agency and for the entire UN System) with comparative figures if applicable (month to month, year on year);
- c) Monthly Carrier-Route-Fare Analysis and Production/Volume of Business;
- d) Changes and Updates on Airline Rates, promotions, policy changes, etc., immediately upon the Travel Agency's receipt of the advice;
- e) Quarterly Complaints/Incidents Summary and Analysis;
- f) Monthly Report on status of refund tickets;
- g) Monthly Report on commissions generated from ticket sales.

Billing and Invoice

- a) The Travel Agency shall send an itemized official invoice to the designated representative of the UN Agency at the end of each month for all services provided to the respective UN Agency during that month;
- b) The invoice shall be issued in US Dollars;
- c) The invoice price shall be disaggregated into components (e.g. for air-tickets – by ticket fare, taxes, service fee and other charges, as applicable);
- d) Within 30 days the invoiced UN Agency shall effect payment to the Travel Agency upon review and approval of the services included in the invoice.

D. Qualifications of the Successful Service Provider at Various Levels

11. Staff Qualification, Manpower Requirements and Operating Hours

The Travel Agency shall provide travel services from 9 am to 6 pm during working days. In addition, the Travel Agency 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 Agency's employees shall always be reachable by phone.

The Travel Agency must be able to show that its team of travel reservation agents are well experienced and professionally trained to handle requirements and serve the travel needs of the UN Agencies in Iraq and Jordan listed above.

The successful Travel Agency is required to devote at least one (1) personnel onsite and one (1) offsite, providing dedicated services to the travel needs of the UN, consisting of travel reservation agents – serving the domestic and international travel needs; providing comprehensive services from reservations,

ticketing and visa and passport documentation and processing.

Staff assigned to the UN must possess a certified diploma degree in tourism or equivalent, minimum five (5) years of practical experience in the management of travel services, in operating automated reservations and ticketing system, must be assigned to manage day to day operations and attend meetings when required. He/she shall have adequate authority to make decisions for the timely resolution of problems.

All Travel Agency assigned personnel shall be required to be well-versed on the travel policies of the UN and each of its agencies (copies of which will be provided), and adopt the same knowledge on the conduct of daily business and delivery of services to the UN System.

The Travel Agency shall assign a senior representative experienced in providing corporate travel services to oversee the travel management services provided to the UNDP and to ensure full compliance with all requirements of the contract with UNDP. 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.

The qualifications of the entire team members shall be subject to review and evaluation of the UN, and shall be expected to be engaged continuously for the duration of the contract with the UN, through any lawful retention means that the Travel Agency may employ. Should the UN deem it necessary to interview the team members as part of the evaluation of qualifications, the Travel Agency shall so allow.

12. Qualification of the Successful Travel Agency

The successful Travel Agency which will be contracted to serve the needs of the UN Agencies in Iraq and Jordan listed above shall have the following minimum qualifications:

- 1) Accredited **BSP/IATA** Travel Agency duly licensed to operate in Iraq and Jordan;
- 2) Experienced and maintains a good track record in serving international organisations, embassies and medium to large multinational corporations;
- 3) Employs highly qualified, competent and experienced travel reservation agents, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae;
- 4) Able to efficiently maintain in-plant facilities of on-line booking/airline reservations, and in-plant domestic and international ticketing (GDS, CRS, STP, basic office equipment, telecommunications equipment, and online booking tool);
- 5) Financially stable and capable of rendering services to UNDP;
- 6) Capable of deploying motorized messenger(s)/documentation clerk(s) when needed and required by the different UN Agencies;
- 7) Willing and able to guarantee the delivery of products and services in accordance with the performance standards required under this TOR.

The Travel Agency must also meet the minimum requirements for years of experience and competence of the company and its personnel, as well as volume of sales (number of tickets issued annually and annual ticket turnover), as specified in the Technical Evaluation Criteria tables (Section 2 of the present Request for Proposal).

E. Recommended Presentation of Proposal

For purposes of generating proposals whose contents are uniformly presented and facilitate their comparative review, it is recommended that Proposers make use of the Technical Proposal Format presented under Section 6. The descriptions and information provided under each sub-section therein should prove the Proposer's ability to meet and/or exceed the requirements of the Terms of Reference and should facilitate ease of analysis/evaluation process in accordance with technical evaluation criteria presented under Section 2 of the present Request for Proposal. Any additional documents provided as part of the Technical Proposal should be referenced in a chronological order and labelled accordingly. A Proposal determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

UNDP Iraq recognizes the importance of confidentiality of the data provided by Proposers and the proposal information.

In order to facilitate the evaluation process, following is the recommended list of documents to be submitted as part of the Technical Proposal, which could be used by Proposers as a guiding checklist for structuring the Proposal. Proposers may attach any additional documents/information as they deem relevant and appropriate.

Recommended list of documents:

1. Proposal Submission Form, prepared as per Section 4
2. Proposal Security Form, prepared as per Section 8
3. Documents establishing the eligibility and qualifications of the Proposer, prepared as per Section 5
4. Technical Proposal, prepared as per Section 6, containing the following information/documents:

General Information:

- Company profile
- Certificate of Registration of the business, including Articles of Incorporation, or equivalent
- Copy of BSP/IATA Accreditation Certificate
- Trade name registration papers, if applicable
- Local Government permit to locate and operate in the current location of office or factory, if applicable
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- Copies of licenses and membership certificates in global travel management associations (if any)
- All information regarding any past and current litigation during the last five (5) years
- Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report if available for the past three years (2010, 2011 and 2012)
- IATA turnover statements for the past three years (2010, 2011 and 2012)

Business References:

- List of corporate clients highlighting similar contracts for clients of comparable business nature and size as UNDP/UN, including contact details and contract value
- At least three letters of Recommendation (from a UN agency or other International Organization(s), Embassies, multinational corporations, IATA air carriers etc.)

Size and Capability of Agency:

- List of name(s) (if any) and address(s) of branch office(s) in the region
- List of airline(s) (if any) that your agency sells air-tickets on behalf of
- List of reservation/booking systems used in your company and copies of the certificates about use of these systems issued in the name of your organization

Volume of Sales:

- Annual volume of air tickets sold in USD for the past three years (2010, 2011 and 2012)
- Annual quantity of air tickets sold in USD for the past three years (2010, 2011 and 2012)

Personnel Competence:

- CVs of managerial personnel, senior travel expert and other corporate travel staff, highlighting experiences in servicing international organizations of similar size and nature as UNDP/UN, including relevant certificates, accreditations, awards and citations received

Work Approach:

- Detailed description of proposed services and processes in compliance with the Terms of Reference, demonstrating how the proposed methodology meets or exceeds the requirements. This will contain a description of how the travel agencies foresee the flow of the transactions involved, as well as the expected roles and responsibilities of the parties. The existing corporate standards and/or internal quality control procedures should be described. Information about value-added products and services that are not required in the ToR but the Proposer is capable of

offering to the UN agencies in Iraq and Jordan listed above can also be included.

- Proposers shall also provide information on the Preferred Carrier and Pass-On Rates to the UN, as per the table below. This will include both the Net Rates that the Travel Agency receives from the airlines and the pass-on rates to the UN, covering, at least, the top domestic and international destinations of the UN Agencies listed in the Terms of Reference.

Top UN Destinations / Itineraries	Airlines with routes to UN Destinations (indicate as many as feasible and economical)	Travel Agency's Preferred Carrier Rate	Pass-on rate to UN	% Profit per Ticket
Baghdad-Amman	Airline 1			
	Airline 2			
	Airline 3			
Amman-Erbil	Airline 1			
	Airline 2			
	Airline 3			
Amman-Baghdad	Airline 1			
	Airline 2			
	Airline 3			
Erbil-Amman	Airline 1			
	Airline 2			
	Airline 3			
Basra-Amman	Airline 1			
	Airline 2			
	Airline 3			
Amman-Beirut	Airline 1			
	Airline 2			
	Airline 3			
Baghdad-Erbil	Airline 1			
	Airline 2			
	Airline 3			
Amman-Istanbul	Airline 1			
	Airline 2			
	Airline 3			
Beirut-Amman	Airline 1			
	Airline 2			
	Airline 3			
Sulaymaniyah-Amman	Airline 1			
	Airline 2			
	Airline 3			
Amman-Dubai	Airline 1			
	Airline 2			
	Airline 3			
Baghdad-Beirut	Airline 1			
	Airline 2			
	Airline 3			
Baghdad-Istanbul	Airline 1			
	Airline 2			
	Airline 3			
Amman-Basra	Airline 1			
	Airline 2			
	Airline 3			

Amman-New York	Airline 1			
	Airline 2			
	Airline 3			
Erbil-Beirut	Airline 1			
	Airline 2			
	Airline 3			
Cairo-Amman	Airline 1			
	Airline 2			
	Airline 3			
Istanbul-Amman	Airline 1			
	Airline 2			
	Airline 3			
Erbil-Baghdad	Airline 1			
	Airline 2			
	Airline 3			
Baghdad-Montreal	Airline 1			
	Airline 2			
	Airline 3			

Section 4: Proposal Submission Form⁵

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

We hereby declare that:

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

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

⁵ 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 Form⁶

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

RFP No.: *[insert RFP reference 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 address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
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.		

⁶ 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.

TRAVEL AGENCY REGISTRATION FORM

Important Note: Please complete this section in full, using 'N/A' where it does not apply.

1.1 About Your Company:		
Registered Name:		
Trading Name:		
Parent Company Name:		
Subsidiary Name(s):		
Sister Company Name(s):		
Other Business Interests:		
Number of Years Trading:		
Number of Employees: (specify each location in case of different)		
Website and e-reservations		
1.2 Licenses and Memberships Held:		
IATA number:		
Memberships:		
Other(specify):		
1.3 Service & Quality Accreditation:		
Please specify		
1.4 Proposed Location of Service:		
Primary Site Location		
Other Locations		
1.5 Anticipated Number of People Equivalents to Work on the Account:		
Office Manager		
Travel Reservation Agents		
Secretary		
Messenger		
Other (and specify roles)		
1.6 Services that can be provided on a 24/7 Basis:		
Air Ticketing:	YES (can)	NO (cannot)
Reservations		
Ticketing		
Changes		
Cancellations		
Others		
International and domestic hotel bookings:		
Hotel Reservations		
Confirmations		
Changes		
Cancellations		
1.7 Copy of your last 3 years audited accounts attached:	YES / NO	
1.8 Your Strategy on the Major Changes in the Business Travel Industry and how the UN will benefit from partnering with your company (including commission reductions):		

Joint Venture Partner Information Form (if Registered)⁷

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

RFP No.: *[insert RFP reference number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. 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.		

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.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

Provision of Travel Management Services to UN Agencies in Iraq and Jordan on Long Term Agreement basis

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:	

SUB-SECTION 1: EXPERIENCE, CAPABILITY AND REPUTATION OF TRAVEL AGENCY

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

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration. Provide copies of company's registration certificate, licenses issued by state authorities (if any), IATA accreditation certificate and other certificates of professional membership in travel management associations etc. Provide letters of recommendation from clients and business partners.

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. Provide a letter of good standing from the company's bank and IATA turnover statements for the past three years.

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

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

1.4 Capability of Agency: Provide a brief description of the Agency's main office and branches, number of company's employees. List the airlines that the Agency is selling tickets on behalf of, describe the booking systems used by the Agency and provide copies of relevant certificates.

1.5 Volume of Sales: Provide information about the annual volume and quantity of air tickets sold for the past three years.

SUB-SECTION 2: PROPOSED WORK PLAN AND APPROACH

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

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

2.2 Management Structure: Describe the overall management approach toward planning and implementing this activity.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8. 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 Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms. The existing corporate standards and/or internal quality control procedures should be described. Information about value-added products and services that are not required in the ToR but the bidder is capable of offering to the UN can also be included.

2.10 Pass-on Rates: Proposers shall provide information on the Preferred Carrier and Pass-On Rates to the UN, as per the table presented in the Terms of Reference. This will include both the Net Rates that the Travel Agency receives from the airlines and the pass-on rates to the UN, covering, at least, the top domestic and international destinations of the UN Agencies listed in the Terms of Reference

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

SUB-SECTION 3: PERSONNEL / MANPOWER

3.1 Personnel Competence/Structure: 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 spread-sheet to show the activities of each staff member and the time allocated for his/her involvement. (Note: *This spread-sheet 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 (company managerial, corporate travel staff 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. Describe the travel reservation agents' and the Senior Travel Expert's experience in servicing international organizations of similar size and nature as UNDP/UN, including relevant certificates, accreditations, awards and citations received. 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 2004-January 2005</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>		
<p>_____</p> <p>Signature of the Nominated Team Leader/Member</p>		
<p>_____</p> <p>Date Signed</p>		

Section 7: Financial Proposal Form⁸

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 Travel Agency, selected as a result of the present Request for Proposal, will pass on to the UN Agencies in Iraq and Jordan listed in Section 3 the special fares and conditions offered in its Proposal. The successful Travel Agency shall generate its income on a per-ticket/transaction basis in the form of service fees charged for the various services listed and duly indicated in the Financial Proposal. The level of the service fees shall remain fixed for the whole duration of the contract and must be exclusive of all taxes, since the UN is exempt from taxes. The UNDP Travel Administrator, 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. Frequency of deviation from the competitive rates in the market shall be factored into the annual performance review.

Based on the annual value and volume of travel services procured by the UN Agencies in Iraq and Jordan listed in Section 3 during the past three years (historical spend statistics are provided in Section 3 – Terms of Reference), Proposers are requested to indicate the service fees which they will apply for each category of services as listed in the table below. The maximum obtainable score indicates the average weight of the respective service based on the historical spend of the UN Agencies in Iraq and Jordan for the past three years. **The lowest service fee among all technically qualified Proposers under each item in the table below shall obtain the maximum obtainable score.** The other Proposers shall be scored based on the following formula:

$$\text{Financial Score} = \text{Maximum Obtainable Score} \times (\text{Lowest Service Fee} / \text{Offered Service Fee})$$

For example, for Item 2 Company A offered a service fee of 50 USD, Company B – a service fee of 40 USD and Company C – a service fee of 60 USD. Company B shall obtain a score of 30 points under Item 2, as it offered the lowest service fee among all technically qualified Proposers. The score for Company A shall be calculated according to the above formula: Score for Company A = $(40 / 50) \times 30$ points = 24 points. Similarly, for Company C the Score under Item 3 shall be 20 points.

The contract shall be awarded to the technically qualified Proposer that obtains the highest cumulative financial score in the result of the Financial Evaluation.

Item no.	Booking Class	Service Fee applied by Proposer	Maximum Obtainable Score	Financial Score
TICKET ISSUANCE FEES:				
1.	Domestic flights, economy class		40	
MISCELLANEOUS TICKET TRANSACTION FEES (exclusive of carriers fees and penalties):				
2.	Re-issuance service fee		6	
3.	Refund service fee		2	
4.	Cancellation service fee within reporting period		2	

⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

NON-TICKET BASED FEES AND OTHER SERVICE CHARGES:				
5.	DSA Distribution fee		35	
6.	Hotel/Car reservation and accommodation		10	
7.	Airport transfer (meet and greet at airport)		5	

Proposers may indicate in a separate table additional services, which are not included in the table above, and the respective transaction fees. This information shall be for information purposes only and shall not be part of the Financial Evaluation.

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 Iraq
Building No. 16, Majid Al-Edwan Street
Shmessani, Amman – Jordan

WHEREAS [*name and address of Company*] (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated [*insert date*], to execute Travel Management 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 5,000.00 USD [five thousand US Dollars] 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 5,000.00 USD [five thousand US Dollars] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:

Name of Bank:

Address:

Section 9: Form for Advanced Payment Guarantee⁹

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

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: UNDP Iraq
Building No. 16, Majid Al-Edwan Street
Shmessani, Amman – Jordan

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of Travel Management Services (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of fifty thousand US Dollars (50,000.00 USD) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of fifty thousand US Dollars (50,000.00 USD)¹⁰ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Contractor has made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___,¹¹ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

⁹ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

¹⁰ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

¹¹ Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph: "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

Section 10: Standard Agreement for the Provision of Travel Management Services

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO
ALL TERMS AND CONDITIONS IS MANDATORY.**

**[THE .PDF VERSION OF THE STANDARD AGREEMENT FOR THE PROVISION
OF TRAVEL MANAGEMENT SERVICES AND THE GENERAL TERMS AND
CONDITIONS ARE PROVIDED ON THE FOLLOWING PAGES]**

**STANDARD
AGREEMENT
between
THE UNITED NATIONS DEVELOPMENT PROGRAMME
and**

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

THIS AGREEMENT is made this _____ day of _____, 2013, 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 Iraq and Jordan located at Building No. 16, Majid Al-Edwan Street, Shmessani, Amman, Jordan (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 UN Agencies in Iraq and Jordan 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, Iraq and Jordan.

"**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.

"**Traveller**" 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 traveller 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 dependants (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 fulfil 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.

3.2 Where the Travel Agent does not use its own premises or does not rent office space under a separate lease agreement, UNDP may provide suitable office space, in its office premises in accordance with the Conditions for Use of Office Space as practically feasible in the Country, to the Travel Agent for the sole purpose of performing its obligations under this Agreement. In full consideration for the office space and the services provided by UNDP the total amount of rent shall be fixed at _____. The Travel Agent shall pay the rent in monthly installments, in advance, on the first day of each calendar month during the term of this Agreement and shall be responsible for paying promptly and regularly each installment of the Rent when due hereunder, whether or not the Travel Agent has received an invoice therefor from UNDP.

3.3 In consideration of the services provided by UNDP, the Travel Agent agrees to provide a discount of%

of the total air sales (net of refunds, cancellations, and voids), for the applicable months of the quarter-year or portion thereof to which they relate.

ARTICLE 4. Compensation to the Travel Agent

4.1 The Travel Agent shall retain all standard and override commissions earned on the sale of air transportation except as provided hereunder, such commissions except as provided hereunder, shall constitute the sole compensation for the Travel Management Services provided under this Agreement.

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. 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.
