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## Request for quotation (RFQ) "Travel Management Services"

NAME & ADDRESS OF FIRM	DATE: 21 <sup>st</sup> April 2014
	REFERENCE: UNDP/RFQ/016


Dear Sir /Madam

1. We kindly request you to submit your quotation for **Travel Management Services**. As detailed in Section 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Section 3.
2. To assist in preparing the quotation, the following documents are attached:
  - a. "Statement of compliance with terms and conditions" (Section 1).
  - b. "Terms of Reference" (Section 2)
  - c. "Price Schedule Sheet" (Section 3)
  - d. "General Terms and Conditions for Purchase Orders
3. **Submittals.** The following should be submitted as part of any quotation:
  - a. A duly completed copy of "Statement of compliance with terms and conditions" (Section 1)
  - b. A duly completed copy of the Price Schedule (Section 3).
  - c. Company profile including business registration.
  - d. Listing at least 2 clients and Reference Letters to whom similar requirements have been provided.
4. **Deadline.** Quotations in sealed envelopes must be received at the latest by: **05<sup>th</sup> May 2014 at 15:00 hours** (Local time) to: **UNDP Procurement Unit**, Noflien area – Abu Ojeila Ben Taleb Street, Near to Ben Othman School, Tripoli, Libya.

Quotations submitted by email should be sent to the following: [procurement.ly@undp.org](mailto:procurement.ly@undp.org)

5. **Evaluation.** Quotations will be evaluated on compliance with the following basis:
  - I. Compliance with terms and conditions of the RFQ including required submissions

- II. Technical responsiveness/Full compliance to requirements
  - III. Compliance with delivery schedule
  - IV. Previous Experience (minimum 2 similar projects completed)
5. For any request for clarification, send email to [hussam.baggar@undp.org](mailto:hussam.baggar@undp.org)

ON BEHALF OF UNDP LIBYA			
NAME: Ghada Zeineddine	FUNCTIONAL TITLE: Operation Manager of UNDP-Libya UNDP Libya	SIGNATURE: 	DATE: 21/04/2014

## Section 1: Statement of Compliance with Terms and Conditions

Must be duly completed and returned with the Quotation. Supplementary information shall be attached according to the requirements herein.

Please confirm acceptance of the following:

ITEM	DESCRIPTION	ACCEPTED (Y/N)
CONDITIONS:	UNDP General Conditions for Purchase Orders (see attached)	
PAYMENT TERMS:	100% payment following delivery and within 30 days of receipt of invoice.	
VALIDITY OF QUOTATION:	<u>Minimum</u> 30 days	
CURRENCY OF PRICES	<u>Must</u> be in Libyan Dinar	
DELIVERY CONDITIONS	As per Specification.	

## Section 2:

### TECHNICAL SPECIFICATIONS AND Scope of work

#### A. Background and General Considerations

##### 1. Background

UNDP Libya Country Office has been selected as the Lead Agency to organize and conduct the bidding process on behalf of the UN Agencies in Libya. In order to achieve time and cost efficiency while ensuring outstanding quality of service, UNDP Libya CO, and on behalf of all UN Agencies in Libya, envisages entering into an Agreement with one or two qualified Travel Agency for the provision of Travel Management Services for a period of six months.

Travel Management Services, as referred to in the Terms of Reference, shall apply to all domestic and international journeys of UN 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
- Payment to Airlines on behalf of UNDP
- Refund of air tickets,
- Reissue of air tickets,

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

**UNDP Libya will acquire the Global Distribution System Amadeus Licensing and the online booking reservations will be handled by the UNDP Travel Associate.**

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 (more than 9 hours) and shall be pre-requested by UNDP.
- c. Travel regulations prohibit first-class travel except for a few specific categories.

#### B. Scope of Services

##### 3. 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 shall basically include, but not be limited to, the following:

- a) **Ticket Issuance.** The TA will issue electronic tickets for the traveler or the authorized representatives. Tickets and other travel documents will be available in accordance with the standards agreed to with the TA, but no less than two (2) business days before date of departure. Under no circumstances will the TA release a ticket to a traveller on official travel or the authorized representative without a properly approved by the **UNDP Travel Associate**.
- b) **Voids and Refunds.** The TA will void tickets where possible to avoid a charge to the UN Organizations. Where complete refunds are obtained, the TA will process the refund within the reporting week received. The TA will process partial refunds requiring fare calculation as expeditiously as possible and within 30 days of receipt.
- c) **Unused Non-Refundable Tickets.** The TA will provide the UN with a report showing all unused non-refundable tickets. The TA will put information in traveller profiles regarding the value of unused non-refundable tickets, and will adopt procedures to assist travellers in using the value of such tickets.
- d) **Hours of Operation.** The TA shall provide full services from **Sunday to Thursday between 08.30 and 17.00**. Observe only holidays which are observed by the UN organizations in Libya as the UN shall notify its TA annually; Notify the UN of names, hot-line and telephone numbers of the TA's Libya personnel who are available during off business hours, on weekends and holidays to provide or assist with services if needed, for official and emergency travel. This group of personnel should be senior staff who is able to make decisions in case of emergency.
- e) **General requirements for personnel.** The TA shall provide all necessary personnel who will provide prompt, courteous and efficient. All staff assigned to the UN account shall be fluent in oral and written English.
- f) **Service Performance Monthly Meetings.** The TA will attend meetings monthly, or on another schedule set by the UN, to review the following aspects of service performance: Service Levels and Standards, including Customer Satisfaction. The TA will present reports which address performance against all agreed service standards. The goal of such discussions will be to agree on appropriate responses to specific situations and identify overall trends and opportunities to improve services and to agree on corrective action plans as needed.
- g) **Management Information Reporting System.** Contractor shall provide a management information reporting system capable of producing per UN organization all management information reports specified by the UN, as well as additional customized reports which may be requested during the Contract period

## **Instructions:**

1. All applied agencies should demonstrate the minimum following requirements to consider their quotations as a valid quotation:

2. For the section Scope of Services, the Travel Agency shall describe in detail the compliance of its services offered with the services required.

ITEM	DESCRIPTION	Proposal submitted by Travel Agency
Experience	Minimum 2 years in this field	
IATA Membership	Should be Valid for 2014	
Agency Office Branches	Minimum Tripoli	
Minimum volume of air ticket sales 2013	150,000.00 USD	
Dedicated Travel agent person	Provide C.V and has to have minimum 5 years' experience	
<u>Scope of Services</u>	<u>Ticket Issuance.</u>	
	<u>VOIDS and Refunds</u>	
	<u>Unused Non-Refundable Tickets.</u>	
	<u>Hours of Operation</u>	
	<u>General requirements for personnel.</u>	
	<u>Service Performance Monthly Meetings.</u>	
	<u>Management Information Reporting System.</u>	

3. The hall turnaround awarded contract will be below the ceiling of 100,000.00 USD for the six months period.

**Section 3**  
**PRICE SCHEDULE SHEET**

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION**

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. \_\_\_\_RFQ-14-007\_\_\_\_:

There can be an increase or decrease of (+/-) 25% in the quantities scope of work for the assignment.

Item no.	Booking Class	Service Fee applied by Proposer* (Unit price/ Ticket) in LYD
1.	Domestic flights.	
2.	International flights.	
2.	Re-issuance service fee	
3.	Refund service fee	
4.	Cancellation service fee within reporting period	

*\*Service Fee does not include the services of online booking reservation. This will be done through Amadeus GDS managed by the UNDP Travel Associate.*

**Submitted by:**

Name\_\_\_\_\_

Address\_\_\_\_\_

Telephone\_\_\_\_\_Fax\_\_\_\_\_

E-mail\_\_\_\_\_

Signature\_\_\_\_\_Date\_\_\_\_\_



**Section 4**  
**UNDP GENERAL CONDITIONS OF CONTRACT**  
**FOR PURCHASE ORDERS**

**General Terms and Conditions**

**1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

**2. PAYMENT**

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

**3. TAX EXEMPTION**

3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

**4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

**5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

**6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

**7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

**8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design,



trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

#### **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

#### **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

#### **11. ASSIGNMENT AND INSOLVENCY**

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase

Order by giving the Supplier written notice of termination.

#### **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

#### **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

#### **14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

#### **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

#### **16. 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, or relating to this Purchase Order 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.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. SEXUAL EXPLOITATION:**

18.1 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.

18.2 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.

## **19.0 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.

## **20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess 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.

