



REQUEST FOR PROPOSALS

**Long Term Agreement for Provision of Travel Management Services to UNDP in Kuwait
RFP/UNDP/KW/2014/05**

October, 2014

Section 1. Letter of Invitation

Kuwait, October 2, 2014

Long Term Agreement for Provision of Travel Management Services to UNDP in Kuwait RFP/UNDP/KW/2014/05

Dear Mr./Ms.:

- 1) The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.
- 2) This tender document is issued for the purpose of concluding a Long Term Agreement (LTA) with the successful Proposers for Provision of Travel Management Services for one (1) year, renewable annually to a maximum period of three (3) years, subject to satisfactory contract performance of the contractor and continued need for the services. The LTA may exceptionally be extended for an additional two (2) years, at the sole discretion of UNDP.
- 3) The resultant LTA will be open for use by other UN Agencies based in Kuwait who may decide to piggyback on the established LTA and a separate LTA may need to be issued by the relevant interested UN Agency.
- 4) While UNDP intends to establish the LTA there is no fixed committed contract amount and UNDP reserves the right to utilize other sources at its discretion to assure value for money.
- 5) **The Deadline for Submission of Proposals as specified in Section 2 - Data Sheet is: 30 October 2014 by 12:00 hours Kuwait local time.**
- 6) This RFP includes the following documents:
 - a. Section 1 – This Letter of Invitation
 - b. Section 2 – Instructions to Proposers (including Data Sheet)
 - c. Section 3 – Terms of Reference
 - d. Section 4 – Proposal Submission Form
 - e. Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
 - f. Section 6 – Technical Proposal Form
 - g. Section 7 – Financial Proposal Form
 - h. Section 8 – Long-Term Agreement
 - i. Section 9 – General Terms and Conditions for Services
- 7) Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.
- 8) You are kindly requested to submit an acknowledgment letter to UNDP to the following address:
United Nations Development Programme

UN Building, Diplomatic Square, Block 7, Mishref, (opposite to Gust University), Kuwait;
P.O. Box 2993 Safat Kuwait 13030
E-mail: registry.kw@undp.org
Fax: 25399357
Attention: Procurement Unit
- 9) The letter should be received by UNDP no later than **30 October 2014 12:00 hours Kuwait local time.**

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.

- 10) 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.
- 11) 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.
- 12) UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Mubashar Sheikh,
UN Resident Coordinator,
UNDP Resident Representative.

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](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:

<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> $\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$
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- 29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- 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.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	UNDP CO in Kuwait
2		Title of Services/Work:	LTA for Provision of Travel Management Services to UNDP in Kuwait
		Project Reference	RFP/UNDP/KW/2014/05
3		Country / Region of Work Location:	Kuwait
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not Allowed.
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Not Allowed.
7	C.22	A pre-proposal conference will be held on:	<input checked="" type="checkbox"/> Not Applicable.
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days from the final date of submission
9	B.9.5 C.15.4 b)	Proposal Security	Not Applicable.
10	B.9.5	Acceptable forms of Proposal Security	Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not Applicable
12		Advanced Payment upon signing	<input checked="" type="checkbox"/> Not allowed

		of contract	
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> Kuwaiti Dinar (KWD) <i>Reference date for determining UN Operational Exchange Rate: as per rate set on financial proposals opening date</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	14 calendar days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ¹	Focal Person in UNDP: Sam Musomba Kyuma Address: UN Building, Diplomatic Square, Block 7, Mishref, (opposite to Gust University), Kuwait; P.O. Box 2993 Safat Kuwait 13030 Fax: +965 25399357 E-mail address dedicated for this purpose: registry.kw@undp.org Kindly ensure that the subject of your request for clarification/question/enquiry regards Ref: RFP/UNDP/KW/2014/05 for easy identification purposes.
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the websites: 1. http://procurement-notices.undp.org/ 2. http://www.ungm.org
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: 1 in hard copy Copies: 2 hard copies
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Proposers must submit both their technical and financial proposals in separate sealed envelopes by courier/hand delivery to the below address: UN Building, Diplomatic Square, Block 7, Mishref, (opposite to Gust University), Kuwait; P.O. Box 2993 Safat Kuwait 13030 Attention: Proposal Opening Unit
		Marking of sealed proposals	<u>OUTER ENVELOPES MARKING:</u>

¹ 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.

			<p>“TO: UNDP Kuwait ATTENTION: PROPOSAL OPENING UNIT SEALED PROPOSAL ref: RFP/UNDP/KW/2014/05 LTA for Provision of Travel Management Services to UNDP in Kuwait PROPOSER: [NAME AND ADDRESS OF YOUR COMPANY] DEADLINE: 30/10/2014 12:00 Hours Local Kuwait time “NOT TO BE OPENED BY REGISTRY”</p> <p><u>INNER ENVELOPES MARKING:</u> “TO: UNDP Kuwait ATTENTION: PROPOSAL OPENING UNIT SEALED PROPOSAL ref: RFP/UNDP/KW/2014/05 LTA for Provision of Travel Management Services to UNDP in Kuwait [TECHNICAL OR FINANCIAL] PROPOSAL ENVELOPE [ORIGINAL or COPY] PROPOSER: [NAME AND ADDRESS]”</p>
21	C.21 D.24	Deadline of Submission of Proposals	Date and Time: October 30, 2014 12:00 PM GMT +3
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Via courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Not Allowed
24	D.23.1	Date, time and venue for opening of Proposals	Not applicable/No public bid opening.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Stage 1: Non-Discretionary “Pass/Fail” criteria on the Technical Specifications: and <input checked="" type="checkbox"/> Stage 2: Passing the minimum 70% threshold (700 out of 1000 points) will be considered for Stage 3, Financial Evaluation. <input checked="" type="checkbox"/> Stage 3: Combined Scoring Method, using 70%-30% distribution for technical and financial proposals. <input checked="" type="checkbox"/> Presentation: UNDP reserves the right to request technical presentation(s) from Proposer(s) as part of the Technical Evaluation.
26	C.15.1	Required Documents that must be Submitted to Establish	<input checked="" type="checkbox"/> Company Profile, including printed brochures and product catalogues relevant to the goods/services being

		Qualification of Proposers (In "Certified True Copy" form only)	<p>procured</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.</p> <p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any.</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report.</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 5 years.</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last three (3) years, in which the proposer 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 (Section 3).</p>
27		Other documents that may be Submitted to Establish Eligibility	Provide at least three clients references for similar projects (amount and scale) contracted as main contractor.
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	For details please refer to Section 3 – Terms of Reference
29	C.15.2	Latest Expected date for commencement of Contract	<i>December 15, 2014</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Long Term Agreement for one (1) year, renewable annually to a maximum period of three (3) years, subject to satisfactory contract performance of the contractor and continued need for the services. The LTA may exceptionally be extended for an additional two (2) years, at the sole discretion of UNDP.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
	E.29	Preliminary Examination of Proposals	<p><u>Memo to Offerors (Examples of Bid Rejection)</u></p> <p>Proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions.</p> <p>Below are some of the more common examples of why proposals are rejected by UNDP. Proposers are urged to read this before submission and to check that their proposal conforms to each of these points and the instructions as</p>

			<p>noted in the bidding documents.</p> <ul style="list-style-type: none"> ➤ Proposal is submitted <u>after</u> the deadline for submission. Therefore, make sure to submit your proposals beforehand. ➤ Proposal <u>not</u> submitted to correct physical address. ➤ Proposal is submitted as a single package, without separating technical and financial proposal (including CDs). ➤ Proposal is <u>not</u> signed as per the instructions in the RFP. ➤ <u>Not</u> all sufficient documents have been provided. ➤ Documents provided are <u>not</u> in English. ➤ Documents provided do <u>not</u> directly address each point of the evaluation criteria. ➤ Proposal is more like a brochure for the firm without specifically addressing the specific evaluation criteria of the RFP and TOR. ➤ Proposal does <u>not</u> offer goods or services which have been specifically requested by UNDP in the Terms of Reference. ➤ Failure to enclose the Proposal Submission Form (see Section 4). ➤ The Proposer failed to consult the UNDP website before the deadline for bid submission and did not see the changes to the RFP/TOR listed there which need to be incorporated in the proposal. ➤ The Proposer failed to read the minutes of the Proposers conference and to include the relevant points in their proposal. ➤ The Proposer declines or proposes a major deviation to UNDP General Conditions of Contract (see Section 9). <p>The above examples illustrate some errors which may be made by Proposers. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.</p>
32	E.29.2 F.34 E.29.3	Criteria for the Award of Contract and Evaluation of Proposals	Refer to below Forms 1, 2 and 3
33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> ☒ Verification of accuracy, correctness and authenticity of the information provided by the proposer on the legal, technical and financial documents submitted; ☒ Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; ☒ Inquiry and reference checking with other previous

			clients on the quality of performance on on-going or previous contracts completed.
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Others: <i>Contract signature date by both parties</i>
35		Other Information Related to the RFP ²	All relative information, changes, updates to the solicitation documents will be available at: http://procurement-notices.undp.org ; www.ungm.org websites.

² Where the information is available in the web, a URL for the information may simply be provided.

Stage I

Proposer must meet all the following mandatory Pass/Fail criteria to qualify for Stage 2 of the evaluation:

Mandatory Pass/Fail Criteria	Compliance (Yes/No)	Comments
Travel agency has access to Global Distribution System		
Accredited BSP/IATA certification of Business and travel agents		
Travel agency is licensed and registered to operate in Kuwait		
Willing and able to guarantee the delivery of products and services in accordance with the performance standards required under this TOR.		

Stage II

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm/Organisation submitting Proposal	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	50%	500
3.	Management Structure and Key Personnel	20%	200
Total			1000

The obtainable number of points specified for each criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm/Organisation Submitting Proposal

Form 2: Proposed Methodology, Approach and Implementation Plan

Form 3: Management Structure and Key Personnel

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none">- Financial stability- loose consortium, holding company or one firm- age/size of the firm- strength of project management support- project financing capacity- project management controls	90
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	15
1.4	Quality assurance procedures, warranty	25
1.5	Relevance of:	120

	<ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Program / Projects - Experience on Projects in the Region - Experience working with United Nations/major multilateral/bilateral programs 	
		300

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	25
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal? Demonstrates Service configuration of UN needs for travel services in line with UN travel policies and operations	90
2.5	Is the scope of task well defined and does it correspond to the TOR?	75
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	75
2.7	Ability to coordinate services to multiple UN Agencies sited in different locations (including in the Sub-Offices throughout Egypt)	30
2.8	Capability in anticipating peak booking periods and doing staff adjustment and Resource Capability including on-site management of staff.	25
2.9	Billing and reporting system – to analyze flexibility and adaptability of the travel agent reporting system.	25
2.10	Management Information system used in the travel offices/sites	25
2.11	Approach to be used (if selected) to secure direct long-term agreements between the UN and Airlines (this includes time-frame to secure the LTA and the airlines to focus on) (examples to be provided as a proof)	40
2.12	The approach the travel agent will take to achieve service levels in line with the ToR (Section 3) of this RFP.	40
		500

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel *		
3.1	Has the Offeror provided detailed resumes for each member of the proposed team?	10
3.2	Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work this project requires?	10
*Operations Manager/Supervisor		90
3.3	<ul style="list-style-type: none"> - Minimum of six (6) years corporate travel and supervisory experience (30 points) - Minimum of 4 years prior experience in managing or supervising a Business Travel Centre. (30 points) - Education/Professional Certification (10) - Experience in UN/multilateral organization (20 points) - Fluency in English and Arabic (must) 	
*Travel Counsellors		90

3.4	<ul style="list-style-type: none"> - Minimum of five(5) in travel experience and three (3) years in corporate travel experience (30 points) - Education/Professional Certification (10) - Experience UN/multilateral organization (20 points) - Fluency in English and Arabic (must) 	
Total Form 3		200

* For evaluation purposes, the average score will be used when multiple CVs are submitted.

Rating the technical proposals shall be in accordance with the following formula:

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 1000.

Section 3: Terms of Reference (TOR)

Long Term Agreement for Provision of Travel Management Services to UNDP in Kuwait

Definitions

Additional Service(s)	means any services provided by TMS not included in the Agreement, or any services specifically shown as additional services herein;
Air Transaction(s) (unbundled)	means a paper or electronic airline ticket issued regardless of whether or not the ticket is used, voided or refunded at a later date. Cancellation of reservation before the ticket is issued is not considered a transaction. For the avoidance of doubt, conjunction tickets shall be counted as one transaction. Refunds shall be counted as a separate transaction;
Air Transaction(s) (bundled)	means a paper or electronic airline ticket issued regardless of whether or not the ticket is used, voided or refunded at a later date and also includes Other Transactions booked in the same PNR. Cancellation of reservation before the ticket is issued is not considered a transaction. For the avoidance of doubt, conjunction tickets shall be counted as one transaction. Refunds shall be counted as a separate transaction;
Classic Transaction	means a booking/reservation not made via the Online Booking Tool;
Conjunction Ticket(s)	means multiple tickets issued to a traveller in conjunction with each other and cross-referenced, which relate to one trip only. (Such tickets are required where a traveller's trip consists of more than four flights, as this is the maximum number of flights that can be issued on one ticket);
Contract Year	means each twelve-month period from the Effective Date;
Expenses	means all costs incurred in providing the Services not defined elsewhere in this Exhibit;
Implant	means an operational service configuration based on the ABC CO's premises in order to provide the Services;
MI	means management information, that is, the data reports provided by TMS pursuant to this Agreement;
Management Fee:	means a fee charged by the travel management company for managing the ABC COs travel requirements pursuant to this Agreement;
Other Transaction(s)	means a charge for any other Service booked that is not otherwise specifically defined herein, including but not limited to ferry, coach and other ground transportation;
Pass Through Expense(s)	means any third party costs incurred by TMS on behalf of ABC CO in the

provision of the Services including but not limited to courier messengers, merchant fees, POS administrative fees, bank charges, airline paper ticket charges, GDS opt in fees, passport and visa embassy charges, and third party rail supplier charges;

PNR	means a unique record created when a reservation is made on a global distribution system ("GDS") for a traveller. A PNR may contain one or more traffic type or segment;
Refund	means a Transaction that is returned to the supplier for credit and is processed for Refund by TMS;
Service Charges	means the Transaction Fees, Expenses, Pass Through Expenses, and other charges;
Transaction(s) Fee(s)	means a fee applied to a specific Transaction to cover the cost of the specific travel management service and/or product. Transaction Fees are closed book arrangements and as such will not be broken down into their constituent parts for reconciliation; and
Transaction(s)	means either collectively or individually or any combination thereof, Air Transaction(s), Hotel Transaction(s), Car Transaction(s), Rail Transaction(s),
UNDSS	United Nations Department of Security & Safety

PART I: OPERATIONS

Service	Requirement
Transaction Definition	<ul style="list-style-type: none"> A gross airline and rail transaction made on behalf of the organization. "Gross airline and rail transaction" is defined as all gross airline and rail tickets (electronic and paper) issued by the TMS or reserved by the TMS through a third party, regardless of whether the ticket is subsequently used, voided, or refunded in whole or in part. Hotel Only and Car rental only reservations are also defined as a transaction.
Traveler profiles	<ul style="list-style-type: none"> Requirement to accept daily HR Data feed for Profile Building and delete profiles for terminations as required Provide Automatic Profile Sync technology, if possible Provision, distribution, input and maintenance of Organization Traveler Profile Forms, including transmittal of frequent flyer information as provided by Hess travelers in profiles to respective carriers and profile updates in either hard copy or electronic format. Traveler profiles will be deleted for staff members that leave the employment of the organization.
Hours of operation	<ul style="list-style-type: none"> 8:30am to 5:30pm during working days
Airline Booking	<ul style="list-style-type: none"> Ensure corporate discounts and ticketing time limits are applied Issuance of airline tickets within same-day of receipt of UN Travel Authorizations. Ensure lowest logical fare booked per the travel policy or document explanation (and/or approval) via reason codes and show missed savings Ensure preferences applied from profile (frequent flyer number, seating assignments, etc.) Enforce restrictions related to the use of specific airlines. Required devoted adequate personnel that are highly trained to provide dedicated services in an efficient and professional manner to the travel needs of UNDP. Monitor outbound and inbound flights to advise passengers of scheduled changes and ensure protection for cancelled, delayed, diverted and misconnected flights' i.e. mobile travel alert solution. At the request of the UN agency, provide all official travelers with advance seat assignments and advance boarding passes on all airlines for which the Travel Agent can offer these services. Timely and efficient response and service for last minute travel requests. Ensure that tickets issued are in accordance with UN standards as per UN travel policies (<i>Note: The travel agency is expected to be familiar with UN travel policies</i>) and as may be prescribed in the travel authorization. Required to provide emergency ticket delivery, or prepaid tickets or otherwise after hours at an appropriate airport or through one of its office or correspondent worldwide.
Fare Search	<ul style="list-style-type: none"> Provide three quotations based on the most economic fare, the most direct and convenient route. Reissue of tickets when fare savings justified Provide international rate desk fare support and apply international tariffs Book travel through all channels to ensure lowest fare
Car Rental	<ul style="list-style-type: none"> Separate fee from air ticket handling fee to be included for Car rental in the financial proposal. UNDP may leverage from these services on an ad-hoc basis

	<p>upon request by UNDP.</p> <ul style="list-style-type: none"> • Ensure corporate discounts are applied • Ensure preferences from profile are applied to car booking (car membership ID, corporate discount codes, and miscellaneous requests). • Ensure lowest available rate is booked
Hotel	<ul style="list-style-type: none"> • Separate fee from air ticket handling fee to be included for Hotel services in the financial proposal. UNDP may leverage from these services on an ad-hoc basis upon request by UNDP. • Provide lowest hotel rate options using the negotiated hotel rates of UN agency or lowest market available • Search non-negotiated hotels when negotiated hotels are not available or there is no negotiated hotel • Capture passive bookings for reservations made outside agency
Telephone service levels	<ul style="list-style-type: none"> • Maintain service levels as defined in the Service Level Agreement during regular and after hour operations
Disaster recovery	<ul style="list-style-type: none"> • Create, publish, maintain and deploy comprehensive disaster recovery plans for reservations, supplier disaster, world crisis, technology, information retrieval, transactions, traveler/arranger communication plan • Partner with the organization to locate and communicate with travelers in crisis situations
Quality Control	<ul style="list-style-type: none"> • Provide automated Quality Control process for all reservations to achieve designated targets and data accuracy • Comply with Policy Exceptions tracking with automated process
Ticket Processing	<ul style="list-style-type: none"> • Provide appropriate Quality Control system to maintain high level processing • Provide an automated system to track and reuse non-refundable tickets, credits or refunds • Reuse unexpired tickets using name changes, if available and necessary, to avoid loss of value
Ticket Distribution	<ul style="list-style-type: none"> • Distribute all tickets and invoices accurately and in a timely manner • Deliver customized e-ticket itineraries and receipts as needed via email • Provide distribution of paper tickets via mutually agreeable delivery service • Provide reports/database to input unused and partially used non-refundable tickets and ensure tickets are used when applicable to new bookings • Reissue invoices as requested
Global reservation process	<ul style="list-style-type: none"> • Arrange reservations with air, rail, car, hotel as needed • Offer lowest available rates on air, car, hotel, rail, ferry and other suppliers as requested • Book preferred seating, request special meals and other services as governed by traveler profiles, document itinerary • Comply with situation specific organization travel policy and trip approval requirements • Document PNR with exception documentation, reason codes and low fare comparison • Waitlist if necessary and confirm cleared waitlists (lower fare or sold out situations), communicate results to traveler or traveler planner • Assist travelers with mileage upgrades and waitlists • Book low cost carriers when requested • Inform on Visa, Passport, and medical requirements

	<ul style="list-style-type: none"> • Ensure data feed to third party security provider
Itineraries	<ul style="list-style-type: none"> • Provide itineraries via email in a timely manner for all new reservations and changed reservations • Provide itineraries on demand with customized messaging
Traveler profiles	<ul style="list-style-type: none"> • Ensure accurate input of traveler profiles • Ensure utilization of traveler profiles where they exist at all times • Maintain traveler profiles in the GDS. • Profiles updated or deleted at the prior written request of the organization as required for terminations, transfers, new hires via automated or manual data handoffs
Prepays and Other Misc. Documents	<ul style="list-style-type: none"> • Prepare and process appropriate documents where absolutely necessary and where electronic tickets cannot meet needs • Require issuance of appropriate documents for residual refunds, split payments, and ancillary fees.
Senior Officer/VIP support desk	<p>Provide the following services:</p> <ul style="list-style-type: none"> • Upgrades using certificates as available from the organization • VIP or other special services offered by preferred suppliers • Meet and greet services at all major airports, as requested • Arrange for limousine and other ancillary services as needed and requested • Companion reservations and ticketing • Assistance with frequent flyer award redemption • Support risk management policy with respect to number of staff members traveling together
Groups and Meeting	<ul style="list-style-type: none"> • Provide meeting and group services as per mutually agreed terms and pricing included but not limited to the following work requirements • Manage air blocks • Ground Transportation Assistance • Provide registration and management software • Group reporting (Arrival and departure lists, cost analysis, etc.) • Support risk management policy with respect to number of employees traveling together
Relocation	<ul style="list-style-type: none"> • Provide reservation services in support of employee relocation activities
Passport and Visa	<ul style="list-style-type: none"> • Separate fee from air ticket handling fee to be included for Passport and visa services in the financial proposal. UNDP may leverage from these services on an ad-hoc basis upon request by UNDP. • Notify travelers of all passport and visa requirements • Administer services for travelers with the designated passport and visa processors where applicable.
Emergency travel assistance	<ul style="list-style-type: none"> • Provide 24/7 emergency airline, rail, car, hotel and ground travel assistance for staff members and travelers as needed. • Apply all services as described in the Statement of Work • Only book travel authorized by the organization

PART 2: ACCOUNT MANAGEMENT

Service	Requirement
Travel Consultants	<ul style="list-style-type: none"> Consultants should have a minimum of five years of experience booking reservations with air, hotel, car, rail, limo and shuttle reservations Consultants must be fluent in English
Account Management	<ul style="list-style-type: none"> Provide Account Management Team to support the Travel Program The Account Manager should have at least five years of account management experience
Business Planning and Review Process	<ul style="list-style-type: none"> Meet with representative(s) of the organization quarterly to participate in a formal review of the plans/outcomes to our aligned goals and strategic partnership Formal reviews should include a review of the Statement of Work and Service Level Agreement measurements, new opportunities, market trends, and internal/external developments to be identified Monthly financial reporting on fees
Added Value Services	<ul style="list-style-type: none"> Provide at mutually agreed prices value added services including but not limited to Assist Special Needs Travelers Leisure Travel Assistance via website or 800 number to be paid by traveler for personal travel Meet and Greet Services Non-BSP Bookings Trip Insurance Mobile Application (travel alerts) Package tours and promotions for personal travel (to be paid by passenger) Preferred seating arrangements/upgrades Privileged check-in services/use of airline lounges facilities Hotel reservations/ accommodation Excess baggage
Consultative Services	<ul style="list-style-type: none"> Supplier Relations and Analysis (for instance: requirements for airline support and negotiation) Travel Policy Guidance Services as described per RFP specifications
Communication	<ul style="list-style-type: none"> Travel Seminars Traveler Surveys Best practices and industry trends
Customer service	<ul style="list-style-type: none"> Provide a customer response center that provides problem resolution for travelers. Track, analyze, and report issues, errors and process improvements Provide assistance to track feedback from travelers/arrangers Provide path of escalation for dissatisfied travelers
Emergency situations – security alert in close cooperation with the Organization. *	<ul style="list-style-type: none"> Prepare, support, publish and maintain information to quickly identify employees who: <ul style="list-style-type: none"> May be in high risk security locations Have travel booked to high risk destinations

Changes in Service	<ul style="list-style-type: none"> All major changes in service or configuration must be mutually agreed by the organization and the TMS with no less than 60 days lead time for the change to take effect
Lines of Communication	<ul style="list-style-type: none"> All communications to senior officers must be routed through the travel focal point

* The Organization defines the level of risk

PART 3: FINANCE

Service	Requirement
Corporate Credit card or invoice payment and reconciliation	<ul style="list-style-type: none"> Payment for air and rail tickets and associated transaction fees is within 30 days of receipt of invoice or via corporate card. Provide invoice and corporate credit card reconciliation and support for problem resolution and additional services as required for reorganization, acquisitions and special equity account billing
Asset recovery & measurement	<ul style="list-style-type: none"> Automatic qualifying of unused electronic tickets for refund/void/future exchange where applicable. Offer use of tickets on file or voucher exchange to avoid loss of ticket value Maintain active log of unused tickets (received via electronic tickets or hard copy tickets returned). Manage unused ticket bank to maximize asset recovery
Transparency of Fares	<ul style="list-style-type: none"> All net fares offered to the organization will be transparent of any markup and remain true net fares
Revenue Return	<ul style="list-style-type: none"> All commissions, overrides, and other revenues generated from and directly attributable to the organization business travel will be returned to the organization in its entirety with a 100% guarantee
Audits	<ul style="list-style-type: none"> Periodic audits of TMS's organizational related accounts must be available to determine compliance with revenue return requirements. Audits may be conducted once per annum and at organization's cost.

PART 4: REPORTING

Service	Requirements
Transaction fee reconciliation	<ul style="list-style-type: none"> • Provide detailed monthly air and hotel reconciliation reports with specific fees, commissions, and credits identified.
Reporting and Back Office Processing	<ul style="list-style-type: none"> • Provide accounting support and daily processing of all tickets issued through BSP; process refunds • Provide unlimited access to travel reporting tools to the organizational travel focal point • Provide monthly Travel Operations Report • Process ticket exchanges, voids • Provide pre- and post-trip data handoff to third-party data manager • Provide support to organization or third-party data manager as requested • Provide support to organization rate audits • Call center or onsite and help desk performance tracking • Electronic Ticket Tracking • Pre-Trip Reporting • Post-Trip Reporting • Benchmarking • Accurate and timely debit memo management • Ad hoc reporting capabilities including trending, dashboard, total travel spend, etc. • Crisis management reporting of traveler locations
Air Detail Report By Traveler	<ul style="list-style-type: none"> • Shows detail for each ticket issued including routing, fare paid, fare basis, in policy airfare, reason for policy exception (if applicable), airfare savings (fare paid against the fare without the contract discount applied).
Air Summary Report	<ul style="list-style-type: none"> • Shows total of fares paid with comparisons to benchmark fares; average ticket price; average cost per mile
Air Carrier Analysis Report	<ul style="list-style-type: none"> • Carrier concentration reports market pairs each of the top 10 airlines with expenditure transactions, average segment cost and market share % for purpose of negotiations
Unit Analysis	<ul style="list-style-type: none"> • Breakdown of airfare spend by UN entity
Executive Summary	<ul style="list-style-type: none"> • A summary of travel spend with air, hotel and car expenditures showing current and YTD data domestic versus international and totals.

TRAVEL MANAGEMENT SERVICES REQUIRMENTS

All metrics are a requirement for the TMS to become a preferred supplier for the Travel Program. The purpose of the Travel metrics is to measure the compliance of our Travel Policy, which may be revised periodically, in the travel booking process.

The Travel Policy

Arrangements:

When air or rail travel is paid and organized by the Organization it should be booked through an approved travel agency or booking tool (where applicable).

Travel Metrics:

1. Air Transactions – Acceptance of Lowest Airfare and Advance Purchase
2. Payment – Use of Organization Corporate Card or Invoice
3. Reporting (as mutually agreed) - Due monthly by the 20th of the month following the previous month
4. Financial report of all TMS fees as it supports the organization TMS agreement, with full visibility to commissions, etc.
5. Definition of the organization benchmark: the lowest available fare at time of booking according to policy
6. Reason code tracking for all online and offline reservations

AIR TRAVEL

Duty Travel Policy:

Airfare:

Advance Purchase - Employees should purchase airfare at least 21 days in advance.

Accepting the Lowest Fare - Official travel by air will be by the most direct and economical, including restrictive and non-refundable, available airfares. The traveler will be provided with the lowest fare in the applicable class of service (refer to the standard of accommodation section of this policy). Travelers are expected to travel at any time during the travel day unless dictated otherwise by business requirements. Travelers will be provided with the lowest fare available in their authorized class of service, on or within a 24 hour window prior to or following the working day. If any business requirement constrains the purchase options for tickets it must be approved. For example, due to a meeting schedule the traveler needs to depart or arrive during a certain timeframe. In these instances the time constraint must be documented on the E-Requisition or paper PT.8 Authorization and approved by an authorizing official.

If security restrictions exist they will be communicated to the traveler by UNDSS during the travel security clearance process. When the arrival or departure is outside of 9am to 9pm, and the office deems they are unable to arrange appropriate transportation, or are unable to address the staff member's personal security concerns, an exception may be approved. In these instances the arrival or departure time exception must be documented on the TR and approved by an authorizing official.

Reason Codes:

All of these sample reason codes should be used in the context of why the traveler did not accept the lowest fare per the global travel policy and track the savings opportunity if they had accepted the lowest fare. This is the difference between the lowest fare offered and the air fare accepted. You must also track the use of our preferred suppliers (air, car, hotel, use of corporate credit card). The following may be changed or added to after mutual discussion.

- **EXCHANGED:** This reason code means the traveler is using an existing ticket and exchanging it for a new ticket.
- **ALTERNATE AIRPORT DECLINED:** This reason code means that the traveler requested to fly into alternate airports for their destination that cost more i.e., New York JFK, LGA, EWR or London LHR, LGW and that is why he/she did not take the lowest fare offered.
- **FLIGHT TIME DECLINED:** The comparison fare will be determined at the lowest rate at any time during the day for the most direct most economical flight. This reason code means that you offered the most direct most economical flight and the traveler declined it.
- **LOWEST LOGICAL AIRFARE ACCEPTED:** This reason code means that the traveler took the lowest fare offered.
- **RESTRICTED/PENALTY FARE DECLINED:** This reason code means the traveler declined the use of a penalty or nonrefundable fare for business reasons and that is why he/she did not take the lowest fare offered.
- **DECLINED BUSINESS CLASS RQSTD:** This reason code means that the traveler has requested business class and has obtained approval (TTS.3) to travel in an upgraded cabin.

Advance Purchase Tracking

- Tracking of savings opportunities when travel is not booked at least 21 days in advance is required. For tracking of missed savings for booking less than 21 days in advance you would need to track advance purchase days and average ticket price paid for booking 0-7, 8-14 days and 14-20 days and 21 days or greater.
This is not a reason code but you would track the advance purchase behaviors of the traveler. Do they book 14 days in advance, 7 days in advance, etc. If you can track how far in advance people book and your reports can show that and the average cost paid by advance purchase range on a market basis then the organization can calculate the opportunities.

Air Travel Documentation

- All airline reservations must document the official itinerary and fare for the mission the preferred fare and the ticketing deadline.
For example, Most direct most economical fare based on approved standard of accommodation: \$2,434.90 Fare based on preferred flight or fare: \$2,379.70 Delta-Air France code-share Ticketing Deadline: June 24, 2013 @ 4:00pm Eastern

FORM OF PAYMENT: USE OF CORPORATE CARD or INVOICE

Metric is required to track the form of payment used for all air and rail.

FINANCIAL REPORTING

On a monthly basis we will require financial statement of reporting as it relates to our agreement for TMS services. This may include any cost associated (transaction fees, retention of commission, commissions earned and returned, etc.) with TMS services paid by the organization. Reports and fees must be broken out by participating UN agency.

TRIP PURPOSE CODES

Reason codes will be mutually established to identify the reason for travel for every reservation made. Sample codes include and may be added to or changed after discussion:

- 1 UN meeting
- 2 External meeting (non UN)
- 3 Conference
- 4 Learning or personal development
- 5 Program delivery
- 6 Recruitment
- 7 Re-assignment
- 8 Home leave
- 9 Education grant
- 10 Family Visit
- 11 Other

Performance Standards & Service Levels Guarantees

The contracted travel agent shall perform its services and deliver its products in accordance with the UN prescribed minimum performance standards set by UN, which shall also serve as the basis of the annual performance survey across the UN agencies.

The contracted travel agent shall perform its services and deliver its products in accordance with the UN prescribed minimum performance standards set by the UN agencies, which shall also serve as the basis of the annual performance survey across UN agencies.

SLA Overview:

- Performance evaluation period: quarterly
- Quarterly Score Range: depending on the Q the lowest score is -225 points
- A negative score is below expectations (zero = meeting expectations, and exceeding expectations = number > than target).
- Meeting/exceeding expectations = performance level above targets
- Exceeding expectations in any category of the SLA may result in exoneration of under- performance on other categories.

Sample TMS - Service Level Agreement						
Category	Item	Target Description	Target	Measurement	Measurement Window / Additional Comments	Below Expectations
1. Customer Service	1a) Satisfaction Survey	1) Mutually agree on survey and distribution 2) Report on results annually. 3) Establish baseline of satisfaction and set incremental targets for improvement 4) Assist with increasing survey participation	90%	Annual Survey results (Overall Satisfaction based on Very Good, Good and Fair categories, poor = dissatisfied) . Target is based on 'good' or higher ratings.	Annual Electronic Survey, distribution size and scope to be agreed	< 90% = -40
2. Personnel	2a) Staff Retention	Agency to endeavor to retain 90% of dedicated staff allocated to the UNDP account, including Account Management team.	80%	Agency to provide HR data to support staff retention of 90% or higher annually.	Monthly. Dedicated Service Team plus Key personnel identified in schedule	< 80% = -10
3. Account Management	3a) Management Information	Agency to provide a comprehensive dashboard monthly as well as agreed MI package of travel management reports.	95%	Quality checks undertaken by and feedback from the UNDP Included within review meetings and file notes as appropriate. All opportunities documented regardless of UNDP acceptance. Data accuracy: 95%	Monthly. Data to be delivered by the 25th after the close of the each month based on standard reporting	< 95% = -10
	3b) Carbon Footprint	Provide CO2 emissions and mileage reports in agreed format.	100%	Report delivery	Annually	< 100% = -10

	3c) Value Proposition	Achievement of agreed milestones in Business Plan.	90%	Achievement of agreed milestones based on all initiatives within TMS' control.	Quarterly	< 90% = -30
4. Service Delivery	4a) Phone	80% of calls to be answered within 20 seconds.	80%	Call reporting is available for all dedicated teams. All information necessary to fulfill the Traveler's request to be provided during initial call or within 1 hour. Response time for International itineraries over 5 segments will be within 1 working day.	Monthly. For non dedicated sites or those without ACD 80% satisfaction rating to be achieved on all questions relating to telephone answering.	< 80% = -20
	4b) Itinerary Accuracy	Spot check and results of customer survey	99%	Agency will review complexities of an itinerary and if fare research quoting require more time, will advise staff accordingly. All requests are prioritized and actioned in accordance with urgency and departure date.	Monthly.	< 99% = -5
	4c) E Mail & Messages	Messages & e-mail acknowledged within 2 hrs.	80%	Note Pad remarks in PNR and scoring from satisfaction survey	Monthly.	< 80% = -10
	4d) Passport & Visa	Visa requirements will be notified by Agency at the time of booking, subject to the nationality being advised	90%	Note Pad remarks in PNR and scoring from satisfaction survey	Monthly. Visa application forms to be dispatched within 24 hours of receiving the request.	< 90% = -5
5. Customer Service	5a) Ticket Refunds	All refunds that can be processed by agency to be actioned within 5 working days of receipt.	100%	Monitored by Monthly refund log to be provided by Agency.	Monthly reporting on utilized nonrefundable tickets. Any tickets sent to Airline for refund calculation will be chased regularly.	< 100% = -15
	5b) Customer complaints	All complaints / queries must be acknowledged within 2 hours of receipt and actioned within 24 hours. Complaint ration (complaints as a % of total transactions) = <1%	1%	Complaints log to show date complaint was received and date resolved'. Ongoing review of complaints until matter is resolved. Log to be provided to UNPD monthly.	Monthly. Complaints to be categorized as Agency and supplier. Complaint ratio applicable to agency related complaints only.	< 99% = -10
6. Financial	6a) Billing Accuracy	Charges are valid without errors	95%	UNDP Invoice reconciliation	Monthly	<95% = -10
8. Policy/Compliance	8a) Policy	Minimum 99% coding compliance to UNDP travel policy. All staff to be fully conversant with travel policy. Non-compliance must be recorded in PNR reason codes.	99%	Management information reports will be monitored to ensure accurate coding (compliance or non compliance) according to travel policy guidelines.	Monthly	< 90% = -20

	8b) Air Savings	Offer lowest applicable airfare based on the UNDP policy including TMS airfares where applicable.	98%	Customer Service Issue Reporting	Monthly	<98% = -10
9. Disaster Recovery	9a) Contingency	A comprehensive and robust contingency plan will be in place at all times for all locations. To continue to provide a travel service in the event of an emergency. DRP plan to outlined and presented to UNDP and also to be accessible to all staff working on the UNDP account Conduct annual DRP testing.	100%	Annual DRP Test results	Annual	< 100% = -20

UNDP reserves the right to terminate the contract if Travel Agent underperforms or reaches -200 points within three consecutive quarters.

Section 4: Proposal Submission Form³

[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]

³ 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 Form⁴

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

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

Joint Venture Partner Information Form (if Registered)⁵

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

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁵ 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

RFP/UNDP/KW/2014/005– Travel Management Services

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

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

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

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last three (3) years which are related or relevant to those required for this Contract.

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

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the

organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

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

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

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

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

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

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

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

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

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

SECTION 3: PERSONNEL

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

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

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

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: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
_____ Signature of the Nominated Team Leader/Member		_____ Date Signed

Section 7: Financial Proposal Form⁶

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.

All fees /rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 18 of the UNDP General Conditions for Contract.

The below table represents a breakdown of tickets purchased through common Air carriers over 2012 and 2013.

	Air Carrier	Average annual ticket quantity sold in years 2012 and 2013	Weight distributed accordingly to the amount of Annually Sold Tickets
1	Kuwait Airways	47	21.46
2	Royal Jordanian	38	17.35
3	Egypt Air	29	13.24
4	Srilankan Airlines	19	8.68
5	Qatar Airways	13	5.94
6	United Airlines	10	4.57
7	Turkish Airlines	9	4.11
8	Saudi Airlines	9	4.11
9	Etihad Airways	9	4.11
10	British Airways	8	3.65
11	FlyDubai	6	2.74
12	Emirates	6	2.74
13	Jazeera Airways	6	2.74
14	Gulf Air	5	2.28
15	Middle East Airlines	3	1.37
16	Other Airlines	2	0.91
	Total	219	Total Weight (100%)

The format shown on the following below shall be used as a guide in preparing the Financial Proposal. Bidders are expected to insert their service fee (F1) for each of the Air Carriers. UNDP does not expect to pay any fees other than the services fees for each ticket.

⁶ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

	Air Carrier	Service fee of the Travel Agency (in USD)	Weight distributed accordingly to the amount of Annually Sold Tickets	Total Score (F) = (F1) * (F2)
		(F1)	(F2)	
1	Kuwait Airways	0	21.46	0
2	Royal Jordanian	0	17.35	0
3	Egypt Air	0	13.24	0
4	Srilankan Airlines	0	8.68	0
5	Qatar Airways	0	5.94	0
6	United Airlines	0	4.57	0
7	Turkish Airlines	0	4.11	0
8	Saudi Airlines	0	4.11	0
9	Etihad Airways	0	4.11	0
10	British Airways	0	3.65	0
11	FlyDubai	0	2.74	0
12	Emirates	0	2.74	0
13	Jazeera Airways	0	2.74	0
14	Gulf Air	0	2.28	0
15	Middle East Airlines	0	1.37	0
16	Other Airlines	0	0.91	0
			100%	Total USD 0.00

In addition to above main financial component, the Proposers are requested to provide their service handling fee for the below transactions which may be leveraged by UNDP upon request. The below rates will not be considered during the evaluation stages, however UNDP may include these fees in the Long Term Agreement as a guide.

#	Transaction	Service Fee (USD)
1	Hotel reservations/accommodation	
2	Ground transportation/car rental	
3	Passport and Visa processing	
4	Travel insurance	
5	Excess baggage	
6	Package tours and promotions for personal travel (to be paid for by passenger)	
7	Privileged check-in services/use of airline lounges facilities	
8	Preferred seating arrangements/upgrades	
9	Emergency services, e.g. sickness, injury, etc.;	
10	Other services (<i>Proposer to specify</i>)	

"Duly authorized to sign the proposal for and on behalf of" _____

(Name of Organisation): _____

Signature/Stamp of Entity/Date: _____

Name of representative: _____

Address: _____

Telephone/Fax: _____

Email: _____

Section 8: Contract for Professional Services

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

Date _____

Dear Sir/Madam,

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

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

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

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

....
....

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

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

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

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

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

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

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

OPTION 1 (FIXED PRICE)

3. Price and Payment

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

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

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

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

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon...../../....
...../../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

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

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:
.....
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

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

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

_____ [NAME OF THE BANK]
_____ [ACCOUNT NUMBER]
_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

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

For the UNDP:

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

For the Contractor:

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

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

dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

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

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____

Section 9: 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.
