

REQUEST FOR PROPOSALS

Two Travel Agents for the UN System in Viet Nam



United Nations Development Programme

July 2015

Section 1. Letter of Invitation

16 July 2015

Two Travel Agents for the UN System in Viet Nam

Dear Sir/Madam,

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

This RFP includes the following documents:

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

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

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

United Nations Development Programme
Attention: Ms. Nguyen Thi Hoang Yen, Procurement Associate
Email: nguyen.thi.hoang.yen@undp.org

The letter should be received by UNDP no later **than 20 July 2015** . The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

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

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/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or

- the Government of the country or any Implementing Partner receiving services under this RFP; and
- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

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

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

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

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).

- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

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

14. Proposal Submission Form

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

15. Technical Proposal Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

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

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

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

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

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

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

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

17. Currencies

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

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

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

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

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

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

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

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

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

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

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

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

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

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

20. Alternative Proposals

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

21. Validity Period

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

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

22. Proposer's Conference

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

conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

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

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

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in

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

- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

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

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

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

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

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

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

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

29. Evaluation of Proposals

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

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

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

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

Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

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

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its

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

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

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

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

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

31. Responsiveness of Proposal

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

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

comply with the request may result in the rejection of its Proposal.

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

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

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

F. AWARD OF CONTRACT

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

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

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

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

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

36. Contract Signature

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

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

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided by UNDP 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 :	UN Agencies in Viet Nam
2		Title of Services/Work:	Provision of Travel Services for UN System in Viet Nam
3		Country / Region of Work Location:	Hanoi, Viet Nam
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify): Vietnamese
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held on:	Time: 10.00 am Date: 21 July 2015 Venue: C3 meeting room, Ground Floor, Green One UN House, 304 Kim Ma, Ha Noi Bidders who want to attend the conference must register their participation to the following person: Ms. Nguyen Thi Hoang Yen, Procurement Associate Telephone: +84 3 8500200 E-mail: nguyen.thi.hoang.yen@undp.org
8	C.21	Period of Proposal Validity commencing on the submission	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days

		date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input type="checkbox"/> Required Amount : _____ Form: _____ <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	<input type="checkbox"/> N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of ____% of contract <input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed <input type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : _____ Max. no. of days of delay : _____ After which UNDP may terminate the contract.
14	F.37	Performance Security	<input type="checkbox"/> Required Amount : _____ Form: _____ <input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency For the purposes of comparison of all Proposals: 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 proposal submission deadline.
16	B.10.1	Deadline for submitting requests for clarifications/ questions	05 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ¹	Ms. Nguyen Thi Hoang Yen Procurement Associate, UNDP Vietnam Email: nguyen.thi.hoang.yen@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to	<input checked="" type="checkbox"/> Direct communication by email to bidders who register to bid

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.

		the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Posting on the website: http://www.vn.undp.org/content/vietnam/en/home/operations/procurement/procurement_notices/
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 01 Copies : 02
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p><u>By email: For green environment, this is preferred submission method</u></p> <p>E-mail address for proposal submission: bidding.vn@undp.org</p> <p>With subject: (Name of bidder) RFP: Travel Agent for UN System in Vietnam (Email ... of ... emails)</p> <p><u>By hard copy:</u></p> <p>Please submit proposals to:</p> <p>Ms. Huynh Huong Thanh Administrative Assistant UNDP Vietnam 304 Kim Ma, Hanoi, Vietnam Tel: +84-4-38500185</p> <p>With envelop subject: (Name of bidder) RFP: Travel Agent for UN System in Vietnam</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> - For both submission methods, please send separate email (without attachment) to notify the below email address that you already submitted proposal and the number of email/envelop submitted: procurement.vn@undp.org - Notification emails should be sent to above address by submission deadline or right after you submit proposals). - UNDP will not be responsible for the missing of proposal if the bidder does not send notification email to above address.
21	C.21 D.24	Deadline of Submission	<p><u>Submission of proposal (hard copy or email):</u> 1 August 2015 (Hanoi time)</p> <p><u>Submission of password to open proposal for electronic submission:</u> 2 August 2015 (Hanoi time)</p>

22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Proposals (Preferred method)
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <i>bidding.vn@undp.org</i> <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF files only, password protected <input checked="" type="checkbox"/> Password must be provided to UNDP on <i>2 August 2015.</i> <input checked="" type="checkbox"/> Max. File Size per transmission: <i>07 MB / email</i> <input checked="" type="checkbox"/> Mandatory subject of email : <i>(Name of bidder) Travel Agent for UN System in Vietnam (Email ... of ... emails)</i> <input checked="" type="checkbox"/> Time Zone to be Recognized: <i>Hanoi Time (GMT+7)</i>
24	D.23.1	Date, time and venue for opening of Proposals	Date : 3 August 2015 Time : 10.00 am Venue : Green One UN House (public opening is not required)
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input type="checkbox"/> Lowest financial offer of technically qualified Proposals <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages including company introduction, history, size of agent (branch offices, number of employees with working experience) – Annex 6 “Template for size of Travel Agent)... <input checked="" type="checkbox"/> Business license in Viet Nam <input checked="" type="checkbox"/> Copy of IATA accreditation (if the bidder has IATA certification) <input checked="" type="checkbox"/> Copy of (or list of) cooperate agreements with UN frequently used airlines (Vietnam Airlines, Cathay Pacific Airways, Korean Air and Thai Airlines) <input checked="" type="checkbox"/> Volume of sales (international air tickets and domestic air tickets) in the last 3 years (template in Annex 5) <input checked="" type="checkbox"/> Track records of contracts of similar sizes with UN including clients’ contact details (Template in Annex 4). <input checked="" type="checkbox"/> CV of proposed personnel (see template in Annex 7) At preliminary review of the proposals, if UNDP observes that bidders, by oversight, did not provide any of the documents in the submission checklist, which does not affect the substance of the technical component nor their financial offers such as: certificates, business registration, ect... UNDP will provide bidders a chance to supplement them within 2 days after UNDP notifies bidders of such missing documents.
27		Other documents that may be Submitted to Establish Eligibility	

28	C.15	Structure of the Technical Proposal	
29	C.15.2	Latest Expected date for commencement of Contract	2 September 2015
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	5 years. The successful bidders shall be contracted for an initial period of one (1) year, and may be extended up to five (5) years.
31		UNDP will award the contract to:	<input type="checkbox"/> One Proposer only <input checked="" type="checkbox"/> Two Proposers who obtain highest combined score.
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below) Technically qualified threshold: 700 points/1000 points
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.
34		Conditions for Determining Contract Effectivity	<input type="checkbox"/> UNDP's receipt of Performance Security <input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance <input checked="" type="checkbox"/> Contract is signed by UNDP and the Contractor
35		Other Information Related to the RFP	<p><u>Mandatory criteria</u></p> <ul style="list-style-type: none"> - Minimum 5 years of experience in travel management services - Business license to operate in the Viet Nam <p>Bidders do not meet these requirements will not be qualified for detailed evaluation.</p>

EVALUATION CRITERIA

Mandatory criteria: Bidders do not meet these requirements will not be qualified for detailed evaluation.

- Minimum 5 years of experience in travel management services
- Business license to operate in the Viet Nam

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Agency				
				A	B	C	D	E
1.	Expertise of Travel Agency	60%	600					
2.	Senior Travel Experts	40%	400					
Total			1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation 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 Agency Submitting the Proposal

Technical Proposal Evaluation		Points Obtainable	Agency				
			A	B	C	D	E
1	Business license in Viet Nam/Years of establishment - 5 years as minimum requirement (70% score) - Full scores for longest experience agent and correlative scores in proportion to less experience years agents	100					
2	IATA accreditation/years of IATA membership - 4 years IATA membership (70% scores) - Full scores for longest IATA membership and correlative scores in proportion to less membership years agents	150					
3	Having cooperate agreements with UN frequently used airlines (Vietnam Airlines, Cathay Pacific Airways, Korean Air, Thai Airlines) - 25% scores for each cooperate agreement and correlative scores in proportion to less agreements	80					
4	Volume of sales (international air tickets and domestic air tickets) in the last 3 years 2012-2014	150					
5	Track record of managing similar contracts with international organizations (ADB, WB, USAID, Embassies and medium to large multinational corporations) with high annual travel volumes similar to UN Viet Nam	60					
6	Size of Agent (branch offices, number of	60					

	employees with working experience)						
	Total	600					

Form 2: Senior Travel Personnel

Technical Proposal Evaluation		Points Obtainable	Agency				
			A	B	C	D	E
2.1	Educational background -University degree: 50 - Under University degree: 30	50					
2.2	Professional experience on travel service including names of corporate clients he/she has served - 70% scores for 5 years working experience on travel services and serving big clients - Full scores for travel personnel with longest experience years serving big clients and correlative scores in proportion to less experience years personnel	250					
2.3	Travel-related training and skills with copy of the relevant certificates (if any)	50					
2.4	Level of English knowledge, copy English certificate(s) if any	50					
	Total	400					

Please note that points will be given separately for each member of the proposed team basing on supplied CVs that detail qualifications, relevant professional and consultancy experience of the key members. Personnel achieving less than 70% total scores of 400 will be replaced with qualified one in case the travel agent is selected.

Section 3: Terms of Reference (TOR)

Two Travel Agents for the UN System in Viet Nam

I. BACKGROUND

In compliance with the Secretary General's UN Reform Programme, the UN Resident Coordinator (RC) System in Viet Nam, consisting of all UN agencies present in the country, has undertaken steps to harmonize common services among the UN Agencies in Viet Nam, which includes but not limited to:

- The Food and Agricultural Organization (FAO);
- The United Nations Development Programme (UNDP);
- The United Nations Educational, Scientific and Cultural Organization (UNESCO);
- The United Nations Children's Fund (UNICEF);
- The United Nations Industrial Development Organization (UNIDO)
- The World Health Organization (WHO)
- The United Nations Population Fund (UNFPA)
- The United Nations Office on Drugs and Crime (UNODC)
- Joint United Nations Programme on HIV/AIDS (UNAIDS)
- The United Nations Human Settlements Programme (UN-HABITAT)
- United Nations Entity for Gender Equality and the Empowerment of Women (UNWOMEN)
- The International Labour Organization (ILO)
- United Nations Volunteers (UNV)
- International Fund For Agricultural Development (IFAD)
- United Nations Department of Safety and Security (UNDSS)
- International Organization for Migration (IOM)

In order to achieve cost efficiency from economies of scale while ensuring quality of service, one recommendation agreed among the UN Agencies was to consolidate all the travel requirements and enter into two Long Term Agreements (LTA) with **the 1st and 2nd ranked bidders** to serve its all travel service requirements.

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

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

The latest travel statistics show that (i) the annual travel cost by UN Agencies in Vietnam is approx. **US\$1,100,000** (including personal travel of UN employees); (ii) and UN frequently used airlines are : **Vietnam Airline, Cathay pacific Airways, Korean Air and Thai Airlines** . Currently UN has cooperate agreements with four airlines: Vietnam airline, Cathay pacific Airways, Korean Air and Air France KLM. The UN will share these cooperate agreements with the two selected travel agents so that they can use the

discount fares in these agreements for UN travelers from these airlines.

II. TRAVEL SERVICE REQUIREMENTS

The successful travel agents shall render the following high quality services to all the officers/staff of the UN System, including their dependents and other travelers authorized/accredited under the UN System:

1. Reservation and Ticketing Services

- a. Upon request for booking/reservation, the travel agents shall immediately
 - make bookings from all airlines which UN has cooperate agreements and other airlines operating the route, in accordance with entitlements as per UN travel policies or Travel Authorizations and obtain minimum three options or less depending on available options;
 - bookings should be delivered to the requesters within 3 hours or latest within the same day of request thru email;
- b. In the event that required travel arrangements cannot be confirmed, the travel agency shall notify the requester of the problem and present alternative routings/quotations/dates for the traveler's consideration;
- c. For wait-listed bookings, travel agency shall provide daily feedback on status of flight and continuously endeavour to secure confirmation until it is obtained;
- d. Upon receipt of UN authorization to issue tickets, the Travel agency shall promptly issue accurately tickets and detailed itineraries showing the accurate status of the airline on all segments of the journey;
- e. Travel agency shall accurately and in a timely manner advise requesters of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- f. Provide the same level of service for rebooking, reissuance and refund requirements;
- g. Advise the UN on market practices and trends that could result in further savings for the UN;
- h. Monitor and give feedback regarding refund. Refund must not take more than 3 months to process;
- i. Obtain and maintain travelers' phone numbers and email contacts;
- j. Monitor outbound and inbound flights to advise travelers of schedule changes and ensure protection for cancelled, delayed, diverted and misconnected flights;
- k. Explain in writing all restrictions and limitations when using special fares.

2. Flight Cancellations/Rebooking and Refunds

Travel agents shall:

- a. process duly authorized flight changes/cancellations when and as required to avoid cancellation fees and charges imposed by the airlines;
- b. immediately process airline refunds for canceled travel requirements/unutilized pre-paid tickets and credit these to the UN as expeditiously as possible;
- c. Refund tickets within a maximum of three (3) months only; and
- d. Limit refund charges at airline rates only, i.e., no additional charges will accrue to the travel agents.

3. Travel Information/Advisories

Travel agents shall:

- a. Inform travelers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, hidden stops, and other possible inconveniences of the itinerary;
- b. Provide travelers with online and offline relevant information on official destinations (e.g., airport transfers/land transportation facilities, currency restrictions/regulations, health advisories, security advisories, weather conditions, etc.);
- c. Notify travelers of airport closures delayed or canceled flights, security procedures, health precautions, as well as other changes that will affect or will require preparations from the travelers, sufficiently before departure time;
- d. Provide travelers with quick reference for requested destinations.
- e. Documents/information on changes and updates on airline rates, promotions, policy changes, etc., immediately upon the Travel Agency's receipt of such document/information

4. Management Reporting System

Travel Agents shall submit the following reports/documents:

#	Reports	Due dates	Receivers	Available templates
1	Fort-nightly reports of all tickets issued to each UN agency for payment	Date 18 for the 1 st half of the month Date 7 for the 2 nd half of previous month	UN agency	Annex 2
2	Annual UN data travel report	March for previous year data report	UNDP	Similar to Annex 1
3	Monthly airlines Cooperate reports (as required by airlines) to be cleared by travel agents before submitting to UNDP for certification.	2 days upon receiving reports from airlines	UNDP	

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

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

- a) Preferred seating arrangements/upgrades
- b) Hotel Booking
- c) Travel insurance (for UN Guest travelers only)
- d) Excess/Lost baggage

III. INSTITUTIONAL ARRANGEMENT:

The two selected Travel Agents (TAs) will provide the above travel services to UN Agencies in Viet Nam **from their own offices.**

The selected travel agents will work mainly with the travel focal points of each UN agency for UN official travel services. The UN travel focal points will send travel requests, instructions to the travel agents and authorize travel agents to issue tickets. List of UN travel focal points will be shared with the selected travel agents upon contract signing.

The selected travel agents will work directly with UN travel points for payment of official travels. For personal travel services, the travelers will directly contact and settle payment with the travel agents.

To ensure equal distribution of travel services to the two selected travel agents and competitive airfares offered to UN, the following arrangement will be set:

For international tickets: Quotations will be obtained from the two selected travel agents and tickets will be bought from the travel agent offering the lower fare;

For domestic tickets: Each travel agent will provide travel services to fixed UN agencies based on the UN agencies volume (List of UN agencies the travel agent providing travel services will be defined upon contract signing). In case of low response from the assigned the travel agent, service from the other travel agent will be used for domestic tickets.

IV. MONITORING AND QUALITY ASSURANCE

- UN travel focal points shall perform inspection of services, including verification of fares, rates, adherence to UN travel policies etc. Frequency of deviation from the competitive rates in the market shall be factored into the annual performance review and will be considered as ground for contract termination;
- Quarterly meeting will be arranged between the selected travel agents and the UN travel focal points to review the service quality of the travel agents, discuss any deficiencies found and corrective actions to be taken;
- Contract administration and performance assessment will base on the Service Level required by the UN – Annex 3

V. DURATION OF THE CONTRACT WITH THE SUCCESSFUL TRAVEL AGENTS.

The successful bidders shall be contracted for this purpose for an initial period of one (1) year, and may be extended up to five (5) years, upon:

- a) Satisfactory performance of the selected travel agents;
- b) Retention of the same service fees as agreed with the UN during the first year of contract, except when the fees are reduced without a reduction in the scope and quality of services; and
- c) Requirements from UN agencies in Viet Nam.

The contracts with the successful travel agents shall be signed by UNDP, the appointed agency for and on behalf of the other UN Agencies.

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

VI. DUTY STATION

The travel agents will provide travel services for UN agencies from their own offices. If and when required, travel personnel are present at the UN agencies for travel reports, payment, meetings ect.

VII. QUALIFICATIONS OF THE SUCCESSFUL TRAVEL AGENTS

Mandatory criteria

- Minimum 5 years of experience in travel management services
- Business license to operate in the Viet Nam

The successful travel agents will have the following qualifications:

- Accredited IATA Travel Agents (preferred)
- Experienced travel agents with good track record of managing similar contracts with international organizations (ADB, WB, USAID, etc.), embassies and medium to large multinational corporations with high annual travel volumes similar to UN Viet Nam;
- Having cooperate agreements with UN frequent used airlines such as Vietnam airlines, Cathay Pacific Airways, Korean Air, Thai Airlines.
- Having highly qualified, competent and experienced travel experts pool i.e., at least 5 years work experience in the field of domestic and International ticketing and reservation;
- Able to devote at least two (2) personnel providing dedicated services to the travel needs of the UN and one (1) back-up staff who will (i) replace the dedicated personnel when he/she is on sick/annual leave or (ii) provide support to two dedicated personnel as and when required. The back-up staff shall also be required to be well-experienced and trained on UN travel policies.
- Able to provide eight (8) hours full service without interruption from 8 hrs – 12 hrs and from 13 hrs to 17 hours Monday through Friday on all UN working days and 24 hours access in the case of emergencies (e.g. evacuations, war etc) to provide necessary supports required by UN.

(See detail requirements in the evaluation criteria table)

VIII. COMPENSATION SCHEME AND PAYMENT TERMS

Travel agents shall generate its income mainly on a per-ticket issuance fee while passing all discounts to UN Agencies.

For official travels, the selected travel agents will work directly with UN travel points for payment. Payment will be made fort-nightly by each UN agency upon receiving and acceptance of:

- Official request for payment from the contractor
- Official invoice from the contractor to each agency
- Summary of tickets issued, ticket fares with associated service fees to each UN agency

For personal travel services, the travelers will directly contact and settle payment with the travel agents.

LIST OF ANNEXES ATTACHED TO THE TOR

- Annex 1: UN travel data for 3 years
- Annex 2: Bi-monthly report for payment
- Annex 3: Service Level required by UN
- Annex 4: Template for track records list
- Annex 5: Template for annual ticket sales
- Annex 6: Template for size of Travel Agent
- Annex 7: Template for CV of proposed travel personnel

Section 4: Proposal Submission Form²

[insert: Location, Date]

To: UNDP Vietnam

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for **Two Travel Agents for the UN System in Viet Nam** in accordance with your Request for Proposal dated July 2015 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 120 days from the proposal submission deadline.

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]

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

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

Proposer Information Form

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

RFP: Two Travel Agents for the UN System in Viet Nam

Page _____ of _____ pages

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

Joint Venture Partner Information Form (if Registered)³

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

RFP No.: *[insert number]*

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

³ The Proposer shall fill in this Form in accordance with the instructions.

Section 6: Technical Proposal Form

Two Travel Agents for the UN System in Viet Nam

Note: 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.

Please provide the below information and copies of relevant certificates/papers:

- Company Profile, which should not exceed fifteen (15) pages including company introduction, history...
- IATA accreditation (if bidder has IATA certification)
- Copies of or list of cooperate agreements with UN frequently used airlines (Vietnam Airlines, Cathay Pacific Airways, Korean Air and Thai Airlines)
- Track records of contracts of similar sizes with UN (using template in Annex 4)
- Size of Agent (branch offices, number of employees with working experience) (using template in Annex 6)
- Volume of sales (international air tickets and domestic air tickets) in the last 3 years (using template in Annex 5)

SECTION 2: PERSONNEL

Qualifications of Key Personnel. Provide the CVs for key personnel (two dedicated and one alternate travel personnel) as required in the TOR that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. *Please submit CV using CV template in Annex 7.*

Section 7: Financial Proposal Form⁴

This information below, as filled up by the travel agency, will have to be enclosed in the separate Financial Proposal envelope/email. The Financial Proposal should follow the following format:

A. <u>TICKET ISSUANCE FEES</u>	<i>Estimated tickets to be purchased for 5 years</i>	<i>Fee charged per ticket issued VND (VAT included if applicable)</i>	<i>Total fee VND (VAT included if applicable)</i>
1.Fee for issuing international air tickets	4,700		
2.Fee for issuing domestic air tickets	6,400		
3.Fee for issuing domestic train tickets	200		
<u>Total (1+2+3)</u>			

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details :

[please mark this letter with your corporate seal]

⁴ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Section 9: Contract for Professional Services

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

Link to UNDP template of contract:

<http://www.vn.undp.org/content/dam/vietnam/docs/Legalframework/Model%20Contract%20for%20Professional%20Services%2013.05.2014.pdf>

SECTION 9 - CHECK LIST OF DOCUMENTS SUBMITTED BY BIDDERS

Note:

- Bidders are required to review carefully this checklist before submitting proposal to ensure complete submission.
- Maximum email size: **07 MB** per email. Bidders can split proposal into several emails if the file size is large
- Technical and Financial Proposals are to be submitted in separate envelop/email by 1 August 2015 (Hanoi time).
- For email submission, password to open the proposal must be submitted to UNDP on 2 August 2015 (Hanoi time)
- Email and proposal shall indicate: (Name of bidder) RFP: Travel Agent for UN System in Vietnam (Email ... of ... emails)

No.	Documents	To be completed by bidders		
		Doc submitted Y/N	Number of pages	Remarks
1	Fully filled and signed <u>Section 4</u> : Proposal submission form			
2	Fully filled <u>Section 5</u> : Documents establishing the eligibility and qualifications of the proposer. Copies of: - Business license in Viet Nam - IATA accreditation (if bidder has IATA certification)			
3	Fully filled <u>Section 6</u> : Technical proposal form, including: - Copies of or list of cooperate agreements with UN frequently used airlines (Vietnam Airlines, Cathay Pacific Airways, Korean Air and Thai Airlines) - Track records of contracts of similar sizes with UN (using template in <u>Annex 4</u>) - Size of Agent (branch offices, number of employees with working experience) (using template in <u>Annex 6</u>) - Volume of sales (international air tickets and domestic air tickets) in the last 3 years (using template in <u>Annex 5</u>) - CVs of proposed travel personnel (two dedicated and one alternate travel personnel) with copy of certificates (if any) (using template in <u>Annex 7</u>)			
4	Fully filled <u>Section 7</u> : Financial proposal form			
5	This duly filled, checked, certified submission checklist to be attached to the submission			
6	For both submission by hard copy and soft copy, send separate email (without attachment) to notify the below email address that you already submitted proposal and the number of email/envelop submitted: procurement.vn@undp.org			

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date]