

REQUEST FOR PROPOSALS

**Procurement of Travel Management Services to UN Agencies in
Kyrgyzstan on Long Term Agreement basis**

**Reference: RFP #UNDP/CO/005/2016
Kyrgyzstan**



*Empowered lives.
Resilient nations.*

**United Nations Development Programme
May, 2016**

Section 1. Letter of Invitation

Bishkek, Kyrgyz Republic
13 May 2016

Procurement of Travel Management Services to UN Agencies in Kyrgyzstan on Long Term Agreement basis

Reference: RFP #UNDP/CO/005/2016

Dear Vendor,

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

This RFP includes the following documents:

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

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

United Nations Development Programme
160, Chuy Avenue, Bishkek
720040, Kyrgyz Republic
Email: procurement@undp.kg
Attention: UNDP Procurement Unit

The letter should be received by UNDP no later than **14.00 pm Bishkek local time (GMT+6), 10 June 2016**. 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.

Your offer in one outer envelope with tender reference “RFP #UNDP/CO/005/2016_Travel Management Services” comprising of technical proposal and financial proposal, in separate sealed envelopes with marking as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” should be submitted in accordance with Section 2 and reach on or before **14.00 pm Bishkek local time (GMT+6), 10 June 2016** by courier and e-mail to the address below:

United Nations Development Programme
160, Chuy Avenue, Bishkek
720040, Kyrgyz Republic
Email: procurement@undp.kg

Receipt of bids will be made only during working hours from 09.00 – 17.00 pm Bishkek local time (GMT+6)

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

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

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

Yours sincerely,

Ms. Aliona Niculita



Deputy Resident Representative

UNDP Kyrgyzstan

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/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> 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://www.un.org/depts/ptd/pdf/conduct_english.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:

- 1- they have at least one controlling partner, director or shareholder in common; or
- 2- any one of them receive or have received any direct or indirect subsidy from the other/s; or

- 3- they have the same legal representative for purposes of this RFP; or
- 4- 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;
- 5- 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
- 6- 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:

The overall cumulative score (Ts) of qualified proposals will be calculated using the following formula:

$Ts = Tts * 0.6 + Tfs * 0.4$, where:

Ts – overall cumulative score

Tts – technical score obtained

Tfs – financial score obtained

The contract will be awarded to the Proposer who obtains the highest cumulative score for the Technical and Financial Proposals.

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/protestandsanctions/> 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/content/undp/en/home/operations/procurement/protestandsanctions/>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. ¹	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	UNDP on behalf of UN Agencies in Kyrgyzstan
2		Title of Services/Work:	Procurement of Travel Management Services to UN Agencies in Kyrgyzstan on Long Term Agreement basis
3		Country / Region of Work Location:	Kyrgyz Republic (Kyrgyzstan)
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English and/or <input checked="" type="checkbox"/> Russian
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	Time: 14.00 pm Bishkek local time (GMT+6) Date: 20 May 2016 Venue: United Nations Development Programme 160, Chuy Avenue, Bishkek 720040, Kyrgyz Republic The UNDP focal point for the arrangement is: UNDP Procurement Unit Telephone: + 996 0 312 611 208 E-mail: procurement@undp.kg
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days

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

9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not required
10	B.9.5	Acceptable forms of Proposal Security ²	<input checked="" type="checkbox"/> N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<input checked="" type="checkbox"/> N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> N/A
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <i>Reference date for determining UN Operational Exchange Rate: Effective 1 June 2016</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	8 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ³	Focal Person in UNDP: UNDP Procurement Unit Address: United Nations Development Programme 160, Chuy Avenue, Bishkek 720040, Kyrgyz Republic E-mail address dedicated for this purpose: procurement@undp.kg
	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 website ⁴ : www.ungm.org www.undp.org www.kg.undp.org
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: 1
20	D.23.1	Proposal Submission Address	United Nations Development Programme

² Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

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

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

	D.23.2 D.24		160, Chuy Avenue, Bishkek 720040, Kyrgyz Republic <u>Attention: UNDP Procurement Unit</u> <u>Marking: "RFP #UNDP/CO/005/2016 Travel Management Services"</u>
21	C.21 D.24	Deadline of Submission	Date and Time: 10 June 2016, 14.00 pm Bishkek local time (GMT+6) Receipt of bids will be made only during working hours from 09.00 – 17.00 pm Bishkek local time (GMT+6)
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ⁵
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>procurement@undp.kg</i> <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format: PDF files only. Technical and Financial Proposals should be protected with separate passwords. <input checked="" type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24; <input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB; <input checked="" type="checkbox"/> Max. No. of transmission : 5 (five) for technical proposal and 1 (one) for financial proposal; <input checked="" type="checkbox"/> Mandatory subject of email for the Technical proposal: " <i>Technical proposal for RFP for Travel Management Services</i> "; <input checked="" type="checkbox"/> Mandatory subject of email for the Financial proposal: " <i>Financial proposal for RFP for Travel Management Services</i> "; <input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission; <input checked="" type="checkbox"/> Time Zone to be Recognized: Kyrgyzstan (GMT+6); <u>Instruction for Electronic Submission</u> The Proposer may choose to submit their proposals by e-mail to procurement@undp.kg . In this case the Proposer shall send separate proposals for: 1) technical proposal; 2) financial proposal as separate attachments to the message(s). Having prepared the Proposal in paper formats as specified in Sections 4, 5 and 6 the entire Technical Proposal should be scanned into .pdf (Adobe Acrobat) format file and attached to one or more e-mail(s). Same should be done for Section 7 – Financial Proposal. Please set-up a password to secure your Technical Proposal which the Proposer should provide via e-mail on 10 June 2016, 14:00 pm Bishkek local time (GMT+6). The password should not be identical to that of the Financial Proposal. Please set-up a password to secure your Financial Proposal which the Proposer should provide via e-mail upon request subject to achieving

⁵ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

			the minimum score on the technical evaluation. The password should <u>not</u> be identical to that of the Technical Proposal.
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: 10 June 2016, 14.30 pm Bishkek local time (GMT+6) Venue: United Nations Development Programme 160, Chuy Avenue, Bishkek 720040, Kyrgyz Republic
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using 60% - 40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 70%.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and catalogues relevant to the services being procured. <input checked="" type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation. <input checked="" type="checkbox"/> Letter of good standing from Bidder's bank. <input checked="" type="checkbox"/> Copy of Registration of legal entity by state authorities, including Articles of Incorporation, or equivalent document if Bidder is not a corporation. <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Copy of IATA agreements and IATA Accreditation Certificates (please enclose copies of all IATA certificates obtained). <input checked="" type="checkbox"/> List of major similar contracts for corporate clients of comparable business nature and size as UNDP/UN with provision of contract details and estimated contract value. <input checked="" type="checkbox"/> CVs of managerial personnel and travel experts highlighting experiences in servicing international organizations of similar size and nature as UNDP/UN, including relevant certificates, accreditations, awards and citations received. <input checked="" type="checkbox"/> Latest Financial Statements (Income Statement and Balance Sheet) audited as per country regulation or validated by tax authorities for the past three years (2013, 2014, and 2015) including Auditor's Report if available. <input checked="" type="checkbox"/> Statement of Satisfactory Performance or Letters of Recommendations from the Top three Clients. <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. <input checked="" type="checkbox"/> Copies of licenses and membership certificates in global travel management associations (if any). <input checked="" type="checkbox"/> Other relevant documents, as requested in the Terms of Reference.

27		Other documents that may be Submitted to Establish Eligibility	Please refer to Section 3, sub-section E
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	Please refer to Section 3, sub-section E
29	C.15.2	Latest Expected date for commencement of Contract	16 August 2016
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	3 years
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	See below Table A "Evaluation"
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted. <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB 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 bidder, or any other entity that may have done business with the bidder. <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Signature by both parties.
35		Other Information Related to the RFP	Further information, instructions and/or amendments to the solicitation documents shall be published at the UNDP Kyrgyzstan tenders website: www.ungm.org www.undp.org www.kg.undp.org

Table A. Evaluation of Proposals

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

Combined Scoring Method, using 60% - 40% distribution for technical and financial proposals.

1) Minimum Eligibility Criteria:

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

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

- ✓ Minimum 6 years of agency establishment;
- ✓ Minimum 5 years of IATA membership;
- ✓ Minimum 1 recommendation letter from IATA Air Carrier;
- ✓ Minimum 1 branch located in Bishkek;
- ✓ Minimum of 3 600,000.00 USD of annual ticket turnover in 2015 ;
- ✓ Minimum 7,000 tickets sold annually in 2015;
- ✓ Availability of minimum 1 booking system;
- ✓ Availability of at least 3 travel experts with relevant experience of 3 years;
- ✓ Minimum 5 years of management experience of Company General Manager;
- ✓ Availability of management plan for providing services to multiple UN Agencies/projects sited in different locations;
- ✓ Minimum one certificate or diploma in air tickets reservation/booking system for two Travel Experts nominated by Travel Agent to support UN Agencies;
- ✓ Minimum 3 years of experience in air tickets selling for two Travel Experts nominated by Travel Agent to support UN Agencies.

2) Technical Evaluation:

The evaluation criteria and scoring for technical criteria are specified in the tables below (detailed breakdown of obtainable points for technical proposal). A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score (700 points). The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% (700) of the obtainable score of 1000 points in the evaluation of the technical proposals.

3) Financial Evaluation:

The financial evaluation of the technically qualified proposals will be performed in the following way: the highest between financial offers (F_{highest}) will obtain maximum financial score 1000 points. The financial score T_f for the other financial offers (F_x) will be calculated using the following formula:

$T_f = 1.007^{(F_x - F_{highest})} * 1000$, where:

Tfs – scoring for the financial offer of the bid under evaluation, points;
 Fhighest – the highest financial offer among responsive bids, USD;
 Fx – financial offer from the company X, USD.

As the final step the overall cumulative score (Ts) of qualified proposals will be calculated using the following formula:

$Ts = Tts * 0.6 + Tfs * 0.4$, where:

Ts – overall cumulative score

Tts – technical score obtained

Tfs – financial score obtained.

The contract will be awarded to the Offeror who obtains the highest cumulative score for the Technical and Financial Proposals.

Table A1: Summary of Technical Proposal Evaluation Forms

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

Table A1.1: Technical Proposal Evaluation

Technical Proposal Evaluation Form 1		Points obtainable
Years in Business and Reputation of Travel Agency		
1.1	Years of establishment	50
1.2	Years of IATA membership	50
1.3	Reliability (References, and letters of recommendations)	50
		150

Table A1.2: Technical Proposal Evaluation

Technical Proposal Evaluation Form 2		Points Obtainable
Travel Agency Capability, Expertise		
2.1	Quantity of branch office(s) around the country/worldwide:	70
2.2	Membership in global travel management associations (American Express Travel, BCD Travel, TQ3, Carlson Wagonlit Travel, others)	20

2.3	Volume of sales (annual international air tickets turnover in 2015)	95
2.4	Quantity of air tickets sold annually in 2015	90
2.5	Reservation Booking System	65
2.6	Availability of on-line booking tool	10
		350

Table A1.3: Technical Proposal Evaluation

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

Table A1.4: Technical Proposal Evaluation

Technical Proposal Evaluation Form 4		Points Obtainable
Qualification and Experience of Two Travel Experts nominated to support UN Agencies		
4.1	Qualification	75
4.2	Professional Experience	50
4.3	Interview	175
		300

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

Detailed Breakdown of obtainable points per each Evaluation Criteria For Expertise of Agency Submitting the Proposal	
	Points obtainable
Part I – Years in Business and Reputation of Travel Agency (15%):	150 (1.1+1.2+1.3)
1.1 Years of establishment	50:
6 years (minimum requirement)	40
More than 6 years, 1 point per each additional year, but no more than 10 points	10*
1.2 Years of IATA membership	50:
5 years (minimum requirement)	35
More than 5 years – 1 point per every additional year, but no more than 15 points	15*
1.3 Reliability (References, and letters of recommendations)	50:
At least 1 recommendation letter from IATA Air Carrier (minimum requirement)	30

More than 1 recommendation letter from IATA Air Carrier – 2 points for every additional recommendation letter, but no more than 10 points.	10*
Recommendation letter from International Organization(s)/ embassies/ multinational corporations – 2 points for every recommendation letter, but no more than 10 points.	10*
Part II - Travel Agency Capability (35%):	350 (2.1+2.2+2.3+2.4+2.5 +2.6):
2.1 Quantity of branch office(s) around the country/worldwide:	70:
At least 1 branch located in Bishkek (minimum requirement)	55
More than 1 branch: 5 points per every additional branch in the country and/or worldwide, but not more 15 points	15*
2.2 Membership in global travel management associations (American Express Travel, BCD Travel, TQ3, Carlson Wagonlit Travel, others)	20*
2.3 Volume of sales (annual international air tickets turnover in 2015)	95:
Annual ticket turnover of 3,600,000 USD (minimum requirement)	71
Annual ticket turnover of more than 3,600,000.00 USD – 1 point per every additional 500,000.00 USD of turnover, but no more than 24 points	24*
2.4 Quantity of air tickets sold annually in 2015	90:
7,000 tickets annually (minimum requirement)	69
1 point per every additional 1,000 tickets, but no more than 21 points	21*
2.5 Reservation Booking System	65:
Availability of at least 1 booking system (minimum requirement)	50
Availability of additional booking systems – 5 points per every additional system, but no more than 15 points	15*
2.6 Availability of on-line booking tool	10*
Part III - Personnel Competence and Work Approach – 20%	200 (3.1+3.2+3.3):
3.1 Availability of travel experts, specialized in air tickets selling and with experience of minimum 3 years	80:
Availability of at least 3 travel experts with relevant experience of 3 years (minimum requirement)	60
More than 3 travel experts with 3 years relevant experience – 2 points per every travel expert, but not more than 20 points	20*
3.2 Experience of Company General Manager (Director)	50:
At least 5 years of management experience (minimum requirement)	40
More than 5 years – 1 point per every additional year, but no more than 10 points	10*
3.3 Work Approach, Quality Assurance of Services	70:
Availability of management plan for providing services to multiple UN Agencies/projects sited in different locations (minimum requirement)	40
Appropriateness of internal quality control, corporate standards and workflow organization	30*

Totally: Part 1+Part2+Part 3		700
Part IV - Detailed breakdown of obtainable points per each Evaluation Criteria for two Travel Experts nominated by Travel Agent to support UN Agencies – 30%		
Evaluation of Two Travel Experts nominated by Travel Agent to support UN Agencies**		Points obtainable
4.1 Qualification:		75
Certificate or diploma in travel management services: at least one certificate or diploma in air tickets reservation/booking system (minimum requirement)	35	
Additional certificates in booking/reservation systems: 3 points per every additional certificate, but no more than 15	15*	
IATA certified travel expert in travel management	25*	
4.2 Professional Experience		50
3 years of experience in air tickets selling (minimum requirement)	35	
More than 3 years of experience in air tickets selling – 1 point per every additional year but no more than 15 points	15*	
4.3 Interview: client orientation, professional experience		175
Client orientation, professional experience (115 points minimum requirement)		150
English language (minimum requirement)		25
Total points for Part IV:		300 (4.1 + 4.2+4.3)
Totally technical points (Parts 1+2+3+4)		1000

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

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

Section 3: Terms of Reference (TOR)

Provision of Travel Management Services for the UN Agencies in Kyrgyzstan on Long Term Agreement basis

A. BACKGROUND AND GENERAL CONSIDERATIONS

1. Background

UNDP Kyrgyzstan has been identified as the Leading Agency to organize and conduct the bidding process on behalf of the following UN Agencies in Kyrgyzstan: ITC, UNICEF, UNFPA, UNHCR, UNODC, OHCHR, WFP, UN Women, FAO, WHO and UNDP/UNV. In order to achieve time and cost efficiency while ensuring outstanding quality of service, UNDP, on behalf of the UN Agencies in Kyrgyzstan listed above, envisages entering into Long Term Agreement with one qualified Travel Agent for the provision of Travel Management Services for an initial period of one year with the option to extend for two additional years, subject to a satisfactory performance evaluation.

The average annual volume of tickets procured by the above UN Agencies during 2013, 2014 and 2015 amounts to approximately USD 3 200,000.00 (three million two hundred thousand US Dollars). Ticketing volume in the years to come is expected to remain at the comparatively similar levels. However, any agreement resulting from this Request for Proposal carries with it no guarantee of future business levels.

Travel, as referred to in the TOR, shall apply to all journeys of UN Agencies staff in Kyrgyzstan by air from one place to another for official business purposes. These official purposes include, but need not be limited to the following:

- ✓ Official missions, meetings and various events;
- ✓ Interviews of applicants / candidates for employment;
- ✓ Appointment and repatriation of staff and family members;
- ✓ Home leaves, emergency travels, and educational leaves; and
- ✓ Visit to project sites, by UN Agencies staff, Government and counterparts, or other entities.

2. UN/UNDP Travel Policy

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

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

3. UN Agencies Travel Production Report for 2013-2015

The annual value and volume of travel services procured by the UN Agencies in Kyrgyzstan during 2013-2015 is

presented in Annex 1 to the Terms of Reference. These figures shall serve as indication of expected future business level, however UN Agencies in Kyrgyzstan neither represent nor warrant that the selected Travel Agency will provide a guaranteed level of Travel Management Services hereunder, and UN Agencies do not guarantee any minimum quantity of Travel Management Services or procurement.

B. SCOPE OF SERVICES, EXPECTED OUTPUTS AND PERFORMANCE STANDARDS

4. Objective

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

5. Scope of Services and Expected Outputs

The successful Travel Agent shall provide full, prompt, accurate and expert international travel products and services to staff of the UN Agencies from 08:30 am to 18:00 pm during working days. In addition the Travel Agent shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel service is required, including requests originated in English language. One of the Travel Agent's employees shall always be reachable by phone. The products and services include, but are not limited to, the following:

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

Much of the official travel shall be organized on short notice, thereby placing a premium on efficiency and rapid communication in handling all travel related matters. Furthermore, in carrying out its diverse worldwide operations, the UN System in Kyrgyzstan needs not only to arrange for travel of its Bishkek-based staff, but also for the travel of new staff, participants in meetings, and staff/experts from other parts of the world.

1) Reservation and ticketing

- For every travel requirement the Travel Agent shall immediately make offers and prepare appropriate itineraries and formal quotation based on the most direct and economical route.
IMPORTANT: The price of the tickets proposed by the Travel Agent shall be no higher than the price offered by the carrier itself. Above that, the Agent shall provide information on the discounts existing inside the usual tariff system and made available to the UN agencies, as well as provide special UN rates. This should include enumerating of special arrangements with carriers and respective discounts, which will be made available to the UN Agencies.
Participating UN Agencies shall treat all the information provided herein as confidential, and shall not release this information to any third party.
- In the event of loss, the Travel Agent shall immediately replace airline tickets, as per conditions enforced by airline carriers;
- In the event that required travel arrangements cannot be confirmed, the Travel Agent shall notify the UN Agency Authorized Staff of the problem and present, where possible, three (3) alternative routings/quotations for consideration;
- For wait-listed bookings, the Travel Agent shall provide daily feedback on status of flight;
- The Travel Agent shall reconfirm and revalidate airline tickets, re-issue tickets which are returned as a result of changed routing or fare structures and printed itineraries, as per conditions enforced by airline carriers;

- The Travel Agent shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in printed and/or electronic format) showing the accurate status of the airline reservations on all segments of the journey; and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight schedules prior to or during the traveler's official trip. When necessary, tickets and billings shall be modified or issued to reflect these changes;
- The Travel Agent shall accurately advise UN Agency Authorized Staff of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- The Travel Agent shall provide information on airline tickets schedules.
- The Travel Agent ensures that all travelling staff has complete travel documents required from the Travel Agent for their journeys sufficiently before departure;
- Air tickets shall be issued only on approved ticket stock of the International Air Transportation Association ("IATA") or tickets stock of recognized and reputable airlines;
- The Travel Agent shall be given complete copies of the various UN travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all official Travel and shall ensure that tickets issued are in accordance with entitlements prescribed in UN Agencies Travel Authorization;
- The Travel Agent shall provide an information service to notify the UN System in Kyrgyzstan and a traveller of such events as airport closings, cancelled or delayed flights, and strike situations as well as of local political or safety conditions which may affect travel to any particular destination;
- The Travel Agent shall provide all official travellers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the Travel Agent can offer these services. The Travel Agent is expected to expand these services, as they become available on additional carriers;
- When requested and if possible, the Travel Agent shall issue e-tickets whilst following the same approach to bookings as in the case of printed tickets.

2) Airfares and Airlines Routings/Itineraries

- The Travel Agent shall propose fares/airline routings and guarantee that it shall obtain the lowest available airfare for the journey concerned. Such journeys shall be the most direct and economic routing, unless travel time exceeds nine (9) hours in duration with a maximum four (4) hours break between flight segments;
- The Travel Agent shall ensure that tickets issued are in accordance with entitlements prescribed in UN/UNDP Travel Authorization.
- The Travel Agent shall assist UN Agency Authorized Staff in negotiating with airlines on preferred fare conditions for UN Agencies, such as ticketing deadlines to be as flexible as possible (i.e. until the date of commencement of particular travel);
- The Travel Agent shall advise market practices and trends that could result in further savings for UN Agencies, including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting;
- The Travel Agent shall propose fares/airline routings in accordance with the latest UN Airline Safety List;
- The Travel Agent shall provide all official travelers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the Travel Agent can offer these services. The Travel Agent is expected to expand these services, as they become available on additional carriers.

3) Travel Information/Advisories

- The Travel Agent shall provide quick reference for requested destinations;
- The Travel Agent shall provide travellers with a complete automated itinerary document to include carrier(s), flight and voyage numbers, departure and arrival times(s) for each segment of the trip, tax exempt information, etc.;
- The Travel Agent shall inform travellers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, hidden stops, and other inconveniences of the itinerary and provide required documentation for travels;
- The Travel Agent shall provide travellers with online and offline relevant information on official destinations, i.e.

visa requirements, security procedures, airport transfers/land transportation facilities, local points of interest, currency restrictions/regulations, health precautions (including inoculations and vaccinations requirements), weather conditions, etc. ; and

- The Travel Agent shall promptly notify travellers of airport closures, delayed or cancelled flights, as well as other changes that might affect or will require preparations from travellers, sufficiently before departure time, and as soon as it becomes available.

4) Flight Cancellation/Rebooking and Refunds

- The Travel Agent shall process duly authorized flight changes/cancellations when and as required;
- The Travel Agent shall immediately process airline refunds for cancelled travel requirements, unutilized pre-paid tickets and credit these to the relevant UN Agency as expeditiously as possible;
- The Travel Agent shall refund tickets within one (1) month at the latest (shorter period than 1 month offered will be an advantage);
- The Travel Agent shall limit refund charges at airline rate only, i.e. no additional charges will accrue to the Travel Agent;
- The Travel Agent shall absorb cancellation and/or change reservation date charges which are due to no fault of UN Agencies and/or the traveller;
- The Travel Agent shall report back to the relevant UN Agency Authorized Staff on the status of ticket refunds.

5) Tickets Delivery

- The Travel Agent shall deliver tickets based on proper authority from the relevant UN Agency in Kyrgyzstan, itineraries, and other travel documents as determined necessary by the relevant UN Agency. Tickets shall be delivered sufficiently in advance of travel to the venue specified by the UN Agency Authorized Staff.
- The Travel Agent shall, as requested provide emergency ticket delivery, or prepaid tickets or otherwise, after hours or at a weekend, or at an appropriate airport or through one of its office or correspondents worldwide.

6) Supplier Relations

- Travel Agent shall not favour any particular carrier when making reservations.
- Travel Agent shall maintain excellent relations with all carriers for the benefit of the UN Agencies in Kyrgyzstan.

7) Services Quality Control

- The Travel Agent shall establish and operate to monitor on a regular and continuous basis the quality of travel products and services provided to the UN Agencies in Kyrgyzstan;
- These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the UN Agencies in Kyrgyzstan;
- The UN Agencies in Kyrgyzstan shall be notified of any deficiencies found and corrective action taken;
- The Travel Agent warrants that the personnel assigned to handle the UN Agencies' travel arrangements shall constantly be trained to be kept up to date.

8) Availability of Other Products and Services as May be Requested

- Lost ticket/travel documents.
- Preferred seating arrangements/upgrades.
- Visa arrangements.

- Privileged check-in services/use of airline lounge facilities/other airport assistance.
- VIP services/'Meet and Greet' facilities.
- Hotel reservations/accommodation.
- Excess baggage/lost baggage.
- Ground transportation/car rental.
- Travel insurance.
- Emergency services, e.g. sickness, injury, etc.

6. Performance Standards and Service Level Guarantee

The contracted Travel Agent shall perform its services and deliver its products in accordance with the herein prescribed minimum performance standards set by the UN Agencies:

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Airline Reservation	Agency Accuracy	Ability to perform task completely and without error	Zero-error in passengers' records/airline bookings, fare computation, routing;
	Speed and Efficiency	Ability to deliver product or service promptly and with the use of resources	<ul style="list-style-type: none"> • For confirmed bookings via itinerary within two hours' time of request; • For wait listed bookings via regular updates every two days
2. Airline Tickets	Agent Accuracy	Ability to perform task completely and without error	Zero-error in the printed ticket/aborted travel due to incomplete travel documents
	Timeliness of delivery	Ability to deliver product or service on or before promised date	3 working days before departure date
3. Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/nationalities	<u>Zero-incident</u> of complaint/aborted travel due to incomplete travel documents
	Clarity	Ability to deliver product or service on or before promised date	<u>10 working days</u> before travel date
4. Billing	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error</u> or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	<u>Zero>Returns</u> for clarification/ explanation
5. Rates/Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards
	Company concern about fares	Ability to quote competitive fare	At levels lower than airline preferred rates. Guarantee that <u>one quotation is the lowest</u> obtainable fare.
	Good value indicated by price	Competitive fares quoted vs. restrictions or lack/absence thereof	At the same terms or better than quoted by airlines
	Willingness to assist UN Agencies to negotiate preferred rates and concessions	Voluntarily offering to assist/represent UN Agencies in dealings with airlines	Semiannual meetings to obtain competitive rates in the market and preferable fare conditions (i.e. ticketing, deadlines, etc.)
6. Service Quality	Accessibility	Ability to access or approach travel agent	Telephone: 3 rings Emergency: 24 hours Email: available Website: available

Product / Service	Performance Attribute	Definition	Standard / Service Level
	Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meetings with UN Agencies Operations Management Committee; Travel Agency Performance Reviews once a year; No. of ad-hoc service requests satisfied outside of normal working hours;
7. Problem Solving	Refunds Complaint Handling	Ability to process and obtain ticket refunds on a timely basis Ability to resolve complaints	Within one month from date of cancellation Timeliness: one (1) week Manner of resolution: Satisfactory score
8. Travel Experts	Competence	Knowledge of destinations; Knowledge of airline practices, fare levels and shortest routes and connections; Knowledge of UN Travel Policies;	Proficiency rating of not less than 75%
9. Communications	Awareness Level of Travelers regarding Travel Agency Product and Services	Services and policies are communicated to travelers; Travelers are well informed about matters of concern to them	Frequency of communications: Monthly
10. Office premises and Hours of Services	Readiness to do business	Travel Expert and/or back-up persons availability	<ul style="list-style-type: none"> ▪ The Travel Agent(s) should provide travel services from 8.30 am to 18.00 p.m during working days. In addition Travel Agent(s) shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel service is required. ▪ Zero complaints that no one was around to answer calls.
11. UN Travel Policy	Adherence to UN Travel Policy	Knowledge of UN Travel Policy and secure reservations only in compliance with it	<ul style="list-style-type: none"> ▪ Send 3 options for each request (if available) which are most direct & economical routes

C. CONTRACTUAL AND INSTITUTIONAL ARRANGEMENTS

7. Contract Parameters

UNDP Kyrgyzstan envisages entering into a multiyear contract with one qualified Travel Agent for the provision of Travel Management Services. The Travel Agent, selected as a result of the present Request for Proposal, will pass on to the UN Agencies in Kyrgyzstan the own fares and conditions offered by the air carriers and shall not expect to receive any standard or override commissions from the respective air carrier. For the services listed under sub-section B (Scope of Services, Expected Outputs and Performance Standards) of the Terms of Reference the selected Travel Agent will charge the UN Agencies in Kyrgyzstan either fixed service fee per each issued ticket or give discount on ticket prices advertised by Air Carrier (whichever is applicable) regardless of booking class, as detailed in Section 7 (Financial Proposal Form) of the present Request for Proposal. The level of the service fees or discount on ticket prices advertised by Air Carrier for any booking class shall remain fixed for the whole duration of the contract and shall apply for a whole itinerary per passenger and each independent air ticket issued unless there are changes in pricing introduced by air carrier which should be officially communicated.

8. Roles and Responsibilities

The Travel Agent shall collaborate with the representatives designated by the UN Agencies in Kyrgyzstan listed above, who will request quotations for various itineraries, as required. Requests shall be sent in writing to the Travel Experts designated by the contracted Travel Agent and shall contain the following minimum information:

- routing/itinerary of travel;
- outbound departure date and inbound arrival date;
- class of booking and conditions of booking, if applicable (i.e. changeable dates, fully refundable etc.);
- number of tickets required;
- restrictions regarding airlines and/or air-carriers, if applicable.

Requests for quotation shall be sent between 08:30 am and 18:00 pm during working days. In case of emergency services requested during weekends and official holidays, the request for quotation sent in writing shall be followed by a phone call from the requestor alerting of the emergency.

Within two working hours from receipt of written request by email, the contracted Travel Agent shall provide its quotation as per applicable UN/UNDP Travel Policy and special fares and conditions offered by air carriers to the UN Agencies in Kyrgyzstan. The quotation shall consist of minimum three options (if available) for the requested itinerary and shall contain the following information for each option:

- air-carriers and flight numbers;
- dates and times of departures/arrivals for each segment of the trip;
- booking class with description of applicable restrictions and period of validity of booking;
- refund/rebooking charges;
- price in USD/KGS, disaggregated by ticket fare, taxes, service fee and other charges if applicable.

The UN Agency Authorized Staff shall select the acceptable offer and within two working hours shall confirm and request the Travel Agent to make the booking. The Travel Agent shall send the booking by email to the UN Agency Authorized Staff. The period of validity of booking shall be in accordance with policies enforced by airline carriers and shall be indicated in the message.

The UN Agency Authorized Staff shall make every effort to obtain all required approvals for the proposed booking and travel within the period of validity of booking. In the event that he/she failed to request issuance of electronic ticket within the period of validity of the initially proposed booking, the Travel Agent shall make every effort to re-book the initially proposed itinerary at the same fare and conditions, or shall inform the UN Agency Authorized Staff of the impossibility of doing so and shall re-book the ticket at the next lowest available fare.

Upon approval of travel, the UN Agency Authorized Staff shall request issuance of electronic ticket as per confirmed booking and price.

9. Contract Management, Reporting and Billing

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

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

- Contract administration and overall point of contact for the contracted Travel Agent;
- Issuance, answering questions; coordination and establishment of reports;
- Obtain and review quarterly reports from the Travel Agent;

- Conduct Travel Agent Performance Review once per year, based on feedback received from all participating UN Agencies;
- Perform inspection of services, including verification of fares, rates, etc.

The UNDP Kyrgyzstan Administrative Associate shall, from time to time, evaluate and verify with other Travel Agencies and other industry indicators the comparability and competitiveness of the rates offered by the contracted Travel Agent. The UNDP Kyrgyzstan reserves the right to terminate contract with the Travel Agent at any time if the Travel Agency charges UN Agencies in Kyrgyzstan on higher rates than market standards, or does not render minimum services described in this tendering document.

For purposes of accessibility, ease of coordination, efficiency of delivery of services and lowering the overall costs of doing business, the UN Agencies remain the right, and the Travel Agent contracted through this tendering exercise will comply with the request, **to open an in-plant within the UN House and cover cost of utilities, communication, and internet.**

Reporting

The Travel Agent shall provide the UNDP/UN Agencies with management information reports in writing consisting, at a minimum, of the following:

- Quarterly Production Statistics;
- Quarterly Carrier – Route – Fare Analysis and Production/Volume of Business;
- Quarterly Production Statistics and Carrier–Route–Fare Analysis and Production/Volume of Business Report, containing the following minimum information: name of requesting unit (UN Agency), ticket number, passenger name, travel dates, itinerary, ticket price, service fee applied (as per table below):

#	Ticket number	Airline code	Itinerary	Booking class	Fare	Tax	Discount, %	Service fee	Applicable option	UN agency

- Changes and Update on Airline Rates, promotions, policy changes, etc., immediately upon the receipt of the advice;
- Monthly Complaint Analysis.

Billing and Invoice

- The Travel Agent shall send an itemized official invoice to the UN Agency Authorized Staff once available for all services provided to the respective UN Agency (regularity to be agreed with relevant UN Agency's Authorized Staff);
- The invoice shall be issued in US Dollars/Kyrgyz soms;
- The invoice price shall be disaggregated by ticket fare, taxes, service fee and other charges (if applicable);
- Within **30** working days the invoiced UN Agency shall effect payment to the Travel Agency upon review and approval of the services included in the invoice.

D. QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER

10. Qualification of the Successful Travel Agency

The successful Travel Agent which will be contracted to serve the needs of UN Agencies in Kyrgyzstan shall have the following minimum qualifications:

- 1) Accredited **IATA** Travel Agent duly licensed in the Kyrgyzstan;
- 2) Maintains a good track record in serving international organizations, embassies and medium to large multinational corporations;
- 3) Employs competent and experienced travel experts, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae;
- 4) Financially capable of rendering services to UN Agencies in Kyrgyzstan;
- 5) Maintains facilities of on-line booking/airline reservations (i.e. Amadeus, or other), international ticketing and ticket printing facilities;
- 6) Capable of deploying motorized courier(s)/messenger(s)/documentation clerk;
- 7) Willing and able to guarantee the delivery of products and services in accordance with performance standards required under Section 6 of this Terms of Reference.

The successful Travel Agent shall be required to devote at least two dedicated personnel (with the following minimum qualifications:

- 1) Travel experts with a minimum three (3) years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems;
- 2) Has adequate authority to make decisions for the timely resolution of problems;
- 3) In the case of emergencies (e.g. evacuations, war, etc.), the travel expert shall maintain operations necessary to support UN Agencies in Kyrgyzstan; and
- 4) Provides 24 hours a day access to emergency service and necessary delivery of tickets as required by UN Agencies in Kyrgyzstan to the required destinations.

The nominated travel experts in the proposal must be the employee who will be responsible for the management of travel services to UN Agencies in Kyrgyzstan the entire period set for this contract. If the travel expert decided to terminate her/his services with the travel agent, the latter must notify UNDP Kyrgyzstan Administrative Associate one month in advance and attach to the letter the Curriculum Vitae of the proposed replacement of the travel expert. UNDP Kyrgyzstan has the right to reject the newly nominated travel expert if found to be not competent enough to handle the management of the travel services. And in the event of failing to assign experienced personnel, then UNDP Kyrgyzstan shall have the right to terminate the contract.

The Travel Experts proposed by the Proposers shall be interviewed by a committee, prior to opening the financial proposal to finalize the technical proposal evaluation process.

Other expertise needed and facilities required shall be sourced from the existing capacity of the Travel Agent.

The Travel Agent shall have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service at all times under the contract.

E. RECOMMENDED PRESENTATION OF PROPOSAL

For purposes of generating proposals whose contents are uniformly presented and facilitate their comparative review, it is recommended that Proposers make use of the Technical Proposal Format presented under Section 6. The descriptions and information provided under each sub-section therein should prove the Proposer's ability to meet and/or exceed the requirements of the Terms of Reference and should facilitate ease of analysis/evaluation process in accordance with technical evaluation criteria presented under Section 2 of the present Request for Proposal. Any additional documents provided as part of the Technical Proposal should be referenced in a chronological order and labeled accordingly.

A Proposal determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

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

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

Requested list of documents:

- 1) Proposal Submission Form, prepared as per Section 4;
- 2) Documents establishing the eligibility and qualifications of the Proposer, prepared as per Section 5;
- 3) Technical Proposal and all relevant information, prepared as per Section 6, should be presented in a separate sealed envelope;
- 4) Financial Proposal, prepared as per Section 7, should be presented in a separate sealed envelope.

I. *Annexes to the TOR*

Annex A – UN Agencies Travel Production Report for 2013-2015.

Annex A to the Terms of Reference: UN Agencies Travel Production Report for 2013-2015

Volume and value of air tickets procured by the UN Agencies in Kyrgyzstan starting from 01 January 2013 till 31 December 2015.

UN Agencies	2013		2014		2015	
	No of tickets	Value, USD	No of tickets	Value, USD	No of tickets	Value, USD
UNFPA	176	\$70,057.71	388	\$60,320.92	328	\$45,322.88
UNICEF	775	\$184,960.13	646	\$187,194.05	978	\$184,583.19
UN Women	105	\$24,589.57	221	\$31,409.37	258	\$58,164.47
UNODC	327	\$81,498.78	655	\$145,613.80	627	\$133,376.14
WFP	248	\$60,690.89	440	\$85,121.51	388	\$59,933.46
OHCHR	132	\$42,573.87	171	\$27,939.65	603	\$67,479.07
UNDP	1,212	\$340,443.54	2,607	\$540,876.15	2,351	\$447,086.37
UNHCR	309	\$69,174.39	456	\$83,948.56	501	\$71,526.55
TOTAL	3,284	\$873,988.88	5,584	\$1,162,424.01	6,034	\$1,067,472.13

Section 4: Proposal Submission Form⁶

Bishkek, Kyrgyz Republic
13 May 2016

To: UNDP CO Kyrgyzstan

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for provision of Travel Agency services for Travel Management System to UN Agencies in Kyrgyzstan on Long Term Agreement basis in accordance with your Request for Proposal RFP #UNDP/CO/005/2016 dated 13 May 2016 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.

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

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

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

Proposer Information Form⁷

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

RFP No.: UNDP/CO/005/2016

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

⁷ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)⁸

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

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

⁸ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

Procurement of Travel Management Services to UN Agencies in Kyrgyzstan on long terms basis

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

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

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 organization / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration. Provide copies of company registration certificate issued by state authorities and letter of good standing from the bidder's bank.

1.2 Years of IATA membership: Provide copies of IATA accreditation certificate and other certificates of professional membership in travel management associations etc.

1.3. Reliability (References, and letters of recommendations): Provide letters of recommendation from clients and business partners.

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 - Travel Agent Capability, Expertise

2.1. Quantity of branch office(s) around the country/worldwide: Provide a brief description of the Agent's main office and branches, number of company's employees. List the airlines that the Agent is selling tickets on behalf

of, describe the booking systems used by the Agent and provide copies of relevant certificates.

2.2. Membership in global travel management associations (American Express Travel, BCD Travel, TQ3, Carlson Wagonlit Travel, others): Provide copies of company's registration certificate, licenses issued by global travel management association (if any), and other certificates of professional membership in travel management associations etc.

2.3. Volume of sales (annual international air tickets turnover in 2013, 2014, 2015): Provide information about the annual volume of air tickets sold in 2013, 2014, 2015.

2.4. Quantity of air tickets sold annually in 2013, 2014, 2015: Provide information about the annual quantity of air tickets sold in 2013, 2014, 2015.

2.5. Reservation Booking System: Provide information about the quantity and type of booking systems the company operates.

2.6 Availability of on-line booking tool: Provide information about availability of on-line booking tool.

SECTION 3: Personnel Competence and Work Approach

3.1. Availability of travel experts, specialized in air tickets selling with experience of minimum 3 years:

Provide an organization chart describing the relationship of key positions and designations. Provide the CVs for the company's travel experts with experience of minimum 3 years. CVs should demonstrate qualifications in travel management services. Provide copies of relevant certificates, accreditations, awards and citations received by the proposed staff members.

3.2. Experience of Company General Manager (Director): Provide the CVs for key personnel (company management) with management experience of minimum 5 years. Provide copies of relevant certificates, accreditations, awards and citations received by the proposed staff members.

3.3. Work Approach, Quality Assurance of Services:

- Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference, keeping in mind the appropriateness to local conditions and environment.
- The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms. The existing corporate standards and/or internal quality control procedures should be described. Information about value-added products and services that are not required in the ToR but the proposer is capable of offering to the UN agencies in Kyrgyzstan can also be included.
- Please describe the potential risks for the provision of travel management services 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.
- Please provide a brief description of the mechanisms proposed for reporting to the UNDP and partners, including a reporting schedule.
- Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 4: Qualification and Experience of Travel Experts nominated by Travel Agent to support UN Agencies

4.1. Qualification: Provide the CVs for the two Travel Experts who will be nominated to support the implementation of this project and work with UN Agencies. CVs should demonstrate qualifications

required in Table A of this RFP "Evaluation of Proposals". *(This information 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, 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).*

4.2. Professional Experience: Describe the Travel Experts experience in servicing international organizations of similar size and nature as UNDP/UN, including relevant certificates, accreditations, awards and citations received.

4.3. Interview: The Travel Experts will be interviewed by a committee in order to assess his/her personal qualities, such as client orientation, communications skills, knowledge of English language, etc.

Section 7: Financial Proposal Form⁹

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

Based on the annual value and volume of travel services procured by the UN Agencies in Kyrgyzstan during (historical spend statistics are provided in annexes to Section 3 – Terms of Reference), Proposers are requested to indicate the service fee which they will apply per ticket issued for each air carrier or give discount on ticket prices advertised by Air Carrier in the table below whichever is relevant (column A1, B1 accordingly). The Financial Proposal will be opened only from those Offerors which Technical Proposal passed the minimum technical score of 70% (700 points) of the maximum obtainable score of 1000 points in the evaluation of the Technical Proposals

Please fill in the sections A1 and B1 as per table below:

	Air Carrier Company	Discount percentage rate to UN on ticket prices advertised by Air Carrier (A1)	Weight distributed by Annual Sales Volume (A2)	Service fee of the Travel Agency (in USD) (B1)	Weight distributed accordingly to the amount of Annually Sold Tickets (B2)	Total Financial Offer (A1*A2-B1)*B2
1	Turkish airlines	0.00%	704.93	0	10	0.00
2	Avia Traffic	0.00%	47.50	0	35	0.00
3	Aeroflot	0.00%	554.48	0	5	0.00
4	Air Kyrgyzstan	0.00%	44.73	0	11	0.00
5	AIR ASTANA	0.00%	256.48	0	6	0.00
6	Tajik Air	0.00%	120.32	0	2	0.00
7	Tez Jet	0.00%	31.70	0	6	0.00
8	Air Manas	0.00%	37.85	0	16	0.00
9	Air Bishkek	0.00%	38.81	0	3	0.00
10	OTHERS	0.00%	269.15	0	5	0.00

Financial evaluation of the technically qualified proposals will be performed in the following way: the highest between financial offers (F_{highest}) will obtain maximum financial score 1000 points. The financial score T_fs for the other financial offers (F_x) will be calculated using the following formula:

$T_f = 1.007^{(F_x - F_{highest})} * 1000$, where:

T_fs – scoring for the financial offer of the bid under evaluation, points;

F_{highest} – the highest financial offer among responsive bids, USD;

F_x – financial offer from the company X, USD.

The contract will be awarded to the offeror who obtains the highest cumulative score for the Technical and Financial Proposals.

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

Weights in the first formula for evaluation of financial proposals are defined from the below table (Data from 15 August 2013 – till 15 April 2016):

		Turkish airlines	Avia Traffic	Aeroflot	Air Kyrgyzstan	AIR ASTANA	Tajik Air	Tez Jet	Air Manas	Air Bishkek	Siberia Airlines	OTHERS	China Southern	Total
Data for 15Aug13-15Aug14	Sales amount	\$415,181.00	\$125,754.00	\$204,903.89	\$49,400.34	\$91,742.48	\$5,916.47	\$0.00	\$35,680.34	\$6,748.65	\$14,895.70	\$64,935.48	\$23,337.64	\$1,038,496.00
	Ticket q-ty	530	1909	311	1172	318	41	0	803	93	37	353	50	5617
	Mean per ticket	\$783.36	\$65.87	\$658.85	\$42.15	\$288.50	\$144.30	#DIV/0!	\$44.43	\$72.57	\$402.59	\$183.95	\$466.75	\$184.88
Data for 16Aug14-15Aug15	Sales amount	\$592,697.60	\$123,121.43	\$169,837.15	\$34,026.49	\$112,377.22	\$8,674.04	\$18,761.49	\$36,208.49	\$11,600.77	\$8,570.20	\$121,328.13	\$13,837.98	\$1,251,041.00
	Ticket q-ty	775	2788	330	607	428	76	595	1124	301	26	348	33	7431
	Mean per ticket	\$764.77	\$44.16	\$514.66	\$56.06	\$262.56	\$114.13	\$31.53	\$32.21	\$38.54	\$329.62	\$419.33	\$168.35	\$168.35
Data for 16Aug15-15Apr16	Sales amount	\$243,376.00	\$47,316.00	\$91,574.00	\$7,105.00	\$63,133.00	\$3,698.00	\$17,284.00	\$37,775.00	\$4,701.00	\$1,987.00	\$55,161.00	\$3,473.00	\$576,583.00
	Ticket q-ty	470	1538	200	245	296	35	542	970	200	23	196	5	4720
	Mean per ticket	\$517.82	\$30.76	\$457.87	\$29.00	\$213.29	\$105.66	\$31.89	\$38.94	\$23.51	\$86.39	\$694.60	\$122.16	\$122.16
Average	Sales weight	44%	10%	16%	3%	9%	1%	1%	4%	1%	1%	8%	1%	100%
	Ticket weight	10%	35%	5%	11%	6%	1%	6%	16%	3%	0%	5%	0%	100%
	mean per ticket	\$704.93	\$47.50	\$554.48	\$44.73	\$256.48	\$120.32	\$31.70	\$37.85	\$38.81	\$295.96	\$269.15	\$461.92	\$161.31

Section 8: Contract for Travel Management Services

LONG TERM AGREEMENT

FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES

TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

Ref: RFP# UNDP/CO/005/2016

This Long Term Agreement is made by and between the United Nations Development Programme, a subsidiary organ of the United Nations, acting for itself and on behalf of the other participating organizations (ITC, UNICEF, UNFPA, UNHCR, UNODC, OHCHR, WFP, FAO, UN Women and UNDP/UNV), having its office at UN House, 160, Chui avenue, Bishkek, Kyrgyz Republic (hereinafter "UNDP") and « _____ », represented by its Executive Director _____, acting on the basis of the power of attorney (hereinafter called "Contractor") having its office at _____.

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

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

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

Article 1: AGREEMENT DOCUMENTS

1. This Agreement is subject to the UNDP General Conditions of Contracts for Services (hereinafter the "General Conditions"), attached hereto as Annex I. The provisions of the said Annex shall control the interpretation of this Agreement and in no way shall be deemed to have been derogated by the contents of this Agreement and any other annexes;
2. The Parties also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - i. This Agreement
 - ii. Annex 1 - UNDP General Terms and Conditions for Services;
 - iii. Annex 2 – UNDP Standard Agreement for travel management services;
 - iv. Annex 3 - Terms of Reference in Request for Proposal dd. 13 May 2016;
 - v. Annex 4 - Conditions for Use of Office Space provided by UNDP to Contractor;
 - vi. Annex 5 - List of Associated Agencies and Authorized Representatives;
 - vii. Annex 6 - Ticket Purchase Order Form (to be submitted with the other supporting documents);
 - viii. Annex 7- Financial Proposal of the Contractor received in response to Request for Proposal dd. 13 May 2016;

Article 2: SCOPE OF WORK

3. The Contractor shall provide the types of services and deliverables, which are listed in Annex 3 hereto ("Terms of Reference").
4. Such Services shall be at the discount prices and service fees listed in Annex 7. The prices shall remain in effect for a period of 3 years from Entry into Force of this Agreement.
5. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for 3 years.

Article 3: CHANGES IN CONDITION

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

Article 4: PRICES

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

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

8. The Services shall be provided at the rates set forth in the Financial Proposal of the Contractor attached as Annex 7 hereto. The rates shall remain in effect for a period of 3 years and shall be reviewed regularly based on the loss ratio to ensure best value for UNDP.
9. The rates shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of this Agreement.

Article 5: CONTRACTOR'S REPORTING

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

Article 5: GENERAL AND SPECIAL TERMS AND CONDITIONS

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

Article 6: ACCEPTANCE

12. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.
13. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of 1 year, and may be extended for two additional years subject to satisfactory performance evaluation by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this agreement.

For and on behalf of:

FOR THE CONTRACTOR:

FOR UNDP:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

THIS AGREEMENT is made this _____ day of _____, 2016, by and between the United Nations Development Programme, a subsidiary organ of the United Nations, acting for itself and on behalf of the other participating organizations in the United Nations system in Kyrgyzstan located at 160 Chuy Ave., Bishkek, Kyrgyzstan (hereafter, "**UNDP**"), and _____, a company organized under the laws of _____, and having its principal offices located at _____ (hereafter, the "**Travel Agent**").

WITNESSETH

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

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

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

Definitions:

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

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

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

"**Country**" shall mean, Kyrgyzstan.

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

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

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1: Scope of the Agreement

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

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

ARTICLE 2: Responsibilities of the Travel Agent

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

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

- (g) executive club facilities at transfer points;
- (h) organization of travel plans for meetings and conferences;
- (i) organization of seminars on travel and ticketing for UNDP and its Associated Agencies Travel Unit staff.

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

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

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

ARTICLE 3: Services by UNDP

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

ARTICLE 4. Compensation to the Travel Agent

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

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

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

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

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

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

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

ARTICLE 5: Finances and Accounts

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

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

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

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

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

ARTICLE 6: Representation and Warranties

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

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

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

ARTICLE 7: Duration

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

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

ARTICLE 8: Notices

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

ARTICLE 9: Confidentiality

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

ARTICLE 10: General Provisions

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

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

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

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

ACCEPTED:

FOR THE TRAVEL AGENT:

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED:

FOR UNDP:

By: _____

Name: _____

Title: _____

Date: _____

Annex C: 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.
