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## REQUEST FOR PROPOSAL

### **Procurement of Service Providers for the Provision of Travel Related Services for the UN and Subsidiary UN Organs in Sri Lanka through a Long Term Agreement**

**(RFP- UNDP/LTA/Travel/2016)**

The United Nations in Sri Lanka pays for official travel world-wide under prescribed rules for both staff and non-staff for official business purposes such as for travel on home leave, family visits, travel on mission/detailed assignment, on rest & recuperation, on duty separation, medical evacuation and other official travel. For this purpose, the United Nations Development Programme (UNDP) office on behalf of the United Nations wishes to contact travel related Service Provider/s on a long term basis to provide the travel related services as per the Terms of Reference (TOR).

The main objective of this exercise is to ensure efficient and cost effective travel management services to the United Nations in Sri Lanka. The LTA will be established initially for a one-year period and up to a maximum of 5-years subject to satisfactory annual performance appraisals by UN agencies.

The latest travel statistics show that the amount paid for travel services for the last three years by the UN exceeded US\$ 2.5Mn. However, the contract shall not impose a minimum guarantee on sales volumes and is only an indicative travel volume.

To this effect, the United Nations Development Programme (UNDP) Country Office in Sri Lanka wishes to call for Request for Proposals from qualified travel Service Providers to provide the required services. The TOR detailing the exact requirements, evaluation criteria and financial consideration formats are available for download free of charge from [www.lk.undp.org](http://www.lk.undp.org) (operations > procurement > procurement notices).

**A pre-bid meeting will be held on 13th June 2016 at 10.00am at UN Conference Room at 202-204, Bauddhaloka Mawatha, Colombo 07. Bidder participation is highly encouraged.**

Any service provider who submits a proposal without conforming to the solicitation document terms and conditions will be considered as technically non-compliant and the proposal will be rejected. All proposals must be clearly marked with (RFP- UNDP/LTA/Travel/2016) on the top left corner of the envelope. The **deadline** for submission of the bids is **24<sup>th</sup> June 2016 2.00pm Sri Lanka time** and all proposals must be sealed and delivered to the addresses below. *All late* proposals will be rejected and returned to the bidder unopened.

Head of Procurement  
United Nations Development Programme (UNDP)  
202-204, Bauddhaloka Mawatha,  
Colombo 07,  
Sri Lanka.

*UNDP reserves the right to accept or reject any proposal. The procurement process will be governed by the rules and regulations of the UNDP.*

## REQUEST FOR PROPOSAL (RFP)

	<b>DATE: May 27, 2016</b>
	<b>REFERENCE: RFP- UNDP/LTA/Travel/2016</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Providing Travel Related Services for the United Nations Offices and its subsidiary organs in Sri Lanka through a Long Term Agreement for One Year and Extendable to Four Additional Years Subject to Annual Performance Appraisals.**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals must be submitted on or before **2 PM Friday, June 24, 2016** delivered to the address below:

**United Nations Development Programme – RFP- UNDP/LTA/Travel/2016**  
**202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka.**  
**Rohana Dissanayake, Head of Procurement**

Your Proposal must be expressed in the English Language, and valid for a minimum period of 120 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements and meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) 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.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

***Rohana Dissanayake***  
*Head of Procurement*

Context of the Requirement	<p>In order to achieve further time and cost efficiency from economies of scale while ensuring outstanding quality of service, the United Nations Country Office and its subsidiary organs in Sri Lanka wishes to enter into a Long Term Agreement (LTA) with the most competent Travel Agencies to serve all its travel management services. Travel, as referred to in the TOR, shall apply to all journeys of United Nations staff from one place to another for official business purposes. These official purposes include, but need not be limited to, to the following:</p> <ul style="list-style-type: none"> <li>• Official missions, meetings and various events;</li> <li>• Interviews of applicants / candidates for employment;</li> <li>• Appointment and repatriation of staff and family members;</li> <li>• Home leaves, emergency travels, and educational leaves; and</li> <li>• Visit to project sites, by United Nations staff, Government and counterparts, or other entities.</li> </ul>
Implementing Partners	UNDP, Unicef, UNFPA, WHO, FAO, UNHCR, UN Habitat, UNOPS, ILO, WFP, UNDSS
Brief Description of the Required Services <sup>1</sup>	United Nations Development Programme (UNDP) in Sri Lanka wishes to call for Request for Proposals from qualified service providers in Sri Lanka to provide Proposal for Providing Travel Related Services for the United Nations Offices and its subsidiary organs in Sri Lanka through a Long Term Agreement for One Year and Extendable to Four Additional Years Subject to Annual Performance Appraisals.
List and Description of Expected Outputs to be Delivered	Please refer to Terms of Reference Annex 4
Person to Supervise the Work/Performance of the Service Provider	UNDP appointed focal point: United Nations Joint Procurement Team
Frequency of Reporting	Quarterly
Progress Reporting Requirements	Quarterly
Location of work	<input type="checkbox"/> Travel Agent Premises
Expected duration of work	One Year and Extendable to Four Additional Years Subject to Annual Performance Appraisals
Target start date	1/10/2016
Latest completion date	30/09/2017
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Currency of Proposal	Local Currency – Sri Lanka Rupees (LKR)
Value Added Tax on Price Proposal <sup>2</sup>	Must be excluding VAT and other applicable indirect taxes.
Validity Period of Proposals (Counting for the last day of submission of quotes)	120 days

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	Partial quote for services in the TOR is Not permitted
Payment Terms <sup>3</sup>	Please refer Terms of Reference Annex 4
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Respective agency delegated authority
Type of Contract to be Signed	UNDP Long Term Agreement Contract
Criteria for Contract Award	1). Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) 2). Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<b><u>Technical Proposal (700)</u></b>  Please refer to the “ <b>Detail of Evaluation Criteria and Marking Schema</b> ” – <b>Annex 4 Terms of Reference</b>  <b><u>Financial Proposal (300)</u></b> To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	Multiple service providers
Annexes to this RFP <sup>4</sup>	Form for Submission of Proposal (Annex 2) General Terms and Conditions / Special Conditions (Annex 3) <sup>5</sup> Detailed TOR (Annex 4 )

<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>5</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<p>Ms. Nilmini Jayatilake , Procurement Assistant United Nations Development Programme 202-204 Bauddhaloka Mawatha Colombo 7, Sri Lanka</p> <p>Email: augusta_nilmini.jayatilake@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	<p>A <b>pre-bid meeting</b> will be held on <b>13th June 2016 at 10.00am</b> at UN Conference Room at 202-204, Bauddhaloka Mawatha, Colombo 07. Bidder participation is highly encouraged</p>

## **Annex 2**

### **FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>**

***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)***

Sri Lanka

May 27, 2016

To: Rohana Dissanayake, Head of Procurement

Dear Sir/Madam,

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 5/17/2016 , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

#### **A. Qualifications of the Service Provider**

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile/competencies – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses (if any) – Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;
- d) Track Record/client references – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- e) Certificates and Accreditation – including International affiliations , Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List

#### **B. Proposed Methodology for the Completion of Services**

<sup>6</sup> 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 received.

<sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. **Qualifications of Key Personnel**

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

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

***General Terms and Conditions for Goods & 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 fulfil 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 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 favours 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 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.



## Terms of Reference (TOR)

### Providing Travel Related Services for the United Nations Offices and its subsidiary organs in Sri Lanka through a Long Term Agreement

#### A. Background:

In order to achieve further time and cost efficiency from economies of scale while ensuring outstanding quality of service, the United Nations Country Office and its subsidiary organs in Sri Lanka wishes to enter into a Long Term Agreement (LTA) with the most competent Travel Agencies to serve all its travel management services. Travel, as referred to in the TOR, shall apply to all journeys of United Nations staff 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 United Nations staff, Government and counterparts, or other entities.

#### B. Objective

The United Nations and its subsidiary organs is hereby undertaking a solicitation of bid proposals from Travel Agencies who are interested to provide various Travel Management Services (TMS) regularly required by the UN. 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 LTA will be established initially for a one-year period, extendable to Four additional years based on satisfactory annual performance appraisals by UN agencies.

**The latest travel statistics show that the amount paid for travel services for the cost of travel for the last three years by the UN exceeded US\$ 2.5Mn. However, the contract shall not impose a minimum guarantee on volume sales.**

#### C. Contract Parameters

- The UN plans to negotiate a multi-year contract with multiple Travel Agencies for the performance of travel services. The service standards to be provided must be of the highest order, and responses to specific criteria concerning service elements will be weighted heavily.
- The UN will incorporate the agency's proposal as an addendum to the contract.
- Considering that the UN requires a variety of services and financial commitments, we expect these to be included under one contract.
- The UN recognizes the importance of confidentiality of the data provided: the proposal information and the travel itineraries and reservations of its travelers. Accordingly, the selected agency must keep confidential all dealings with the UN and other UN Subsidiary Agencies.
- This Request for Proposal is not to be construed in any way as an offer to contract with the Travel
- Please note that the UN is not committed to selecting any of the agencies submitting proposals.
- The new travel LTAs are expected to be in place by end September 2016 with start of services scheduled for 1<sup>st</sup> October 2016.
- The present RFP shall lead to agreements valid for an initial period of (1) One year. The LTA(s) may be extended, on the same terms & conditions and at the sole discretion of the participating UN Organizations, for (4) Four additional periods of (1) one year each or for any shorter period. The maximum duration of the agreements will be (5) Five years.

#### D. UN Roles and Responsibilities

The UN shall serve as the focal point for the following:

- Coordination and forwarding of the applications, establish and review reports;
- Contract administration and the overall point of contract.
- Conduct performance surveys;
- Obtain quarterly and annual progress reports;
- Perform inspection of services, including verification of fares, rates, etc.

#### **E. Qualification of the Successful Travel Agent/s**

The successful travel Agent/s who will be contracted to serve the needs of the UN and shall have the following minimum qualifications:

- 1) Accredited **IATA** Travel Agency duly licensed in Sri Lanka;
- 2) Minimum of 5 years as a registered and reputable travel related Service Provider in Sri Lanka.
- 3) Maintains a good track record in serving international organizations, embassies and medium to large multi-national corporations;
- 4) Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae;
- 5) Financially capable of rendering services to the UN system;
- 6) Fully fledged travel desk with minimum of 3 staff identified for UN (Two staff and one back up);
- 7) Maintains facilities of on-line booking / airline reservations (i.e. Galileo, Amadeus, or World Span), international ticketing and ticket printing facilities;
- 8) Capable of assisting the UN in obtaining visas.
- 9) Capable of deploying motorized messenger (s)/documentation clerk;
- 10) Capable of providing 24 hours 7-day service with adequately trained personnel for emergencies with no additional cost.
- 11) In the case of emergencies (e.g. evacuations, war, etc.), the travel agency shall maintain operations necessary to support the UN
- 12) Capable of providing 24 hours 7-day mobile phone access to key account manager and staff throughout the year.
- 13) Willing and able to guarantee the delivery of products and services in accordance with performance standards required under **Section G** of this TOR.

#### **F. Travel Agent's Personnel**

1. The successful travel agency shall be required to devote at least one (1) **Manager/Supervisor** with the following minimum qualifications in travel agent's office:
  - Minimum 8 years travel industry experience, and minimum 4-years prior experience in managing or supervising a Business Travel entity, familiarity with training programmes/techniques, College degree or equivalent travel industry qualification.
  - Fluency in English.
  - Has adequate authority to make decisions for the timely resolution of problems;
2. The successful travel agency shall be required to devote at least two (02) travel consultants with the following minimum qualifications in travel agent's office:
  - Professional work experience of at least two years at an IATA-accredited travel agency, completed training for use of the latest versions of Amadeus and /or Galileo, computer proficiency and English language proficiency.

Other expertise needed and facilities required shall be sourced from the existing capacity of the Travel Agency. The travel agency shall have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service at all times under the contract.

#### **G. Scope of Work and Expected Outcomes**

The travel agency shall provide full, prompt, accurate and expert international and domestic travel products and services to staff of the UN. The products and services must include, but not limited to, the following:

1) Reservation and Ticketing (International and Domestic Air Travel)

- i. For every travel request, the travel agency shall immediately make bookings and prepare appropriate itineraries and formal quotation based on the lowest fare and the most direct, and economical routing (as per agency regulations); for any reason whatsoever, reservations made by the travel agency that are not at the lowest available rate allowed, at the time of ticketing, the Travel Agency must consult the UN and or requesting agency and obtain prior approval prior to issuance of such tickets.
- ii. Travel agency shall accurately advise the UN of ticketing deadlines, fare conditions and other relevant information every time reservations are made, in order to avoid cancellations of bookings and purchase the lowest available fare;
- iii. Monitor the ticketing time limits and liaise with the travel requester in order to purchase the lowest available fare.
- iv. In the event of loss, the travel agency shall immediately replace airline tickets;
- v. In the event that required travel arrangement cannot be confirmed, travel agency shall notify the UN of the problem and present minimum three (3) alternative routings/quotations for considerations;
- vi. For wait-listed bookings, travel agency shall provide regular daily feedback on status of the flight;
- vii. Travel agency shall reconfirm and revalidate airline tickets, re-issue tickets which are returned as a result of changed routing or fare structures and printed itineraries;
- viii. Travel agency shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in printed and electronic format) showing the accurate status of the airline on all segments of the journey;
- ix. Travel agency shall provide electronic itineraries to UN traveler in English in one single and clear document with comprehensive reservation details such as status of reservations on all carriers segments, travel dates, departure and arrival times at destination and transfer points, conditions such as ticketing deadline (TDC), fare guarantee, involuntary stop-overs, hidden stops, any carrier provided amenities (such as limousine transfer or complementary stop over hotels) assigned seats, Baggage allowance, Special meal requests, CO<sub>2</sub> emission information and Name and contact details of the travel counsellor handling the reservation.
- x. Travel Agency shall provide restricted Premium Class Service when requested.
- xi. Promptly notify (i.e SMS e-mail) travelers and travel arrangers of any schedule changers and or delays which may interfere with travel arrangements (airport closing or strikes, cancelled flights)
- xii. Travel agency shall provide travelers 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, weather conditions, etc.

2) Local and International train reservation

- i. Reserve and deliver Local and International train tickets in accordance with the request.
- ii. In the event that required travel arrangement cannot be confirmed, travel agency shall notify the UN of the problem and present minimum three (3) alternative routings/class/dates quotations for considerations.

3) Billing and Invoice

- i. Travel agency shall send an itemized official invoice promptly to the UN Agency Finance Office after the end of each month. The UN Finance Office shall provide payment to the Travel agency by means of EFT payment after the approval of each transaction.
- ii. Travel agency shall provide minimum of 30days credit period for the transaction.

4) Flight Cancellation / Rebooking and Refunds



- i. Travel agency shall process duly authorized flight changes / cancellations when and as required;
- ii. Travel agency shall immediately process airline refunds for cancelled travel requirements / unutilized pre-paid tickets and credit these to relevant UN agency as expeditiously as possible;
- iii. Travel agency shall refund tickets within Two (2) months only (shorter period than 2 months offered will be an advantage);
- iv. Travel agency shall limit refund charges at airline rate only, i.e. no additional charges will accrue to the travel agency;
- v. Travel agency shall absorb cancellation and / or change reservation date charges which are due to no fault of the UN or the traveler;
- vi. Verify residual value of partially used tickets refunded by carriers. Any difference between UN's calculation and actual refund shall be justified by the service provider.
- vii. Travel agency shall report back to the UN on the status of ticket refunds.

#### 5) Visa Service

- i. The Travel Agent(s) shall assist the UN in obtaining visas. This assistance shall consist of providing the forms and applications and when necessary provide internet links of the relevant consulates or embassies websites when the application form must fill in on the embassy/ consulate web site for visa requests.
- ii. Providing comprehensive visa information on visa related procedures, delays and requirements to travelers,
- iii. Verify validity and completeness of all visa applications.
- iv. Ensure prompt delivery of the visa applications to the Embassy/Consulate within one working day upon receipt of the request.
- v. Track, follow up and ensure final delivery of passports and visas to the traveler's location or otherwise as agreed.

#### 6) Travel Information / Advisories

- i. The Travel Agent(s) shall provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for travel to certain countries or areas;
- ii. Travel Agent(s) shall indicate any special features, programmes, or services that would be beneficial to the UN and its travelers (e.g. visa processing, "Meet and Greet", Lost baggage follow-up, insurance, preferred seating arrangements).
- iii. Travel agency shall provide travelers 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, weather conditions, etc.;
- iv. Travel agency shall involve in negotiating with airlines on preferred fare conditions for the UN such as ticketing deadlines to be as flexible as possible (i.e. until the date of commencement of particular travel);
- v. Travel agency shall advise market practices and trends that could result in further savings for the UN including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting.

#### 7) Private Deviations within Official Travel.

- i. The travel service provider will bill personal deviations included in official travel separately to travelers
- ii. Ensure that personal deviations are clearly identified with extra cost and routings involved. UN agency shall not be liable for expenses related to personal portions and reserve the right to audit all travel records to verify the accuracy of allocated costs between official and personal charges.

8) Hotel Reservations

- i. Book hotels in connection with air reservation as and when requested.
- ii. Any cost or advance related to hotel reservation should be charged and invoiced directly to the traveler unless otherwise instructed by respective UN agency

9) Car Rental Reservations

- i. Provide an offer of preferential rate in requested location.
- ii. Provide the reservation and send the documents including pick-up and drop down location, rate booked, class/type of vehicle, confirmation number and other relevant contact numbers to the traveler.
- iii. Any cost or advance related to car rental reservation should be charged and invoiced directly to the traveler unless otherwise instructed by respective UN agency.

10) Management Reporting System

Travel agency shall submit the following reports on a quarterly and annual basis to the UN:

- i. Quarterly reports on the status of ticket refunds per UN Agency.
- ii. Changes and Update on Airline Rates, promotions, policy changes, etc, immediately upon the receipt of the advice;
- iii. Quarterly report on complaint/resolve Analysis
- iv. Annual report based on historical data such as route, airline, total volume per airline(cost), type of travel class and comprehensive carbon foot print per UN agency.
- v. Quarterly meeting with Agency focal points.

11) Client Satisfaction Survey

- i. Perform an on-going electronic customer satisfaction survey to measure the overall satisfaction of travelers and travel arrangers as well as satisfaction scores against selected service criteria.
- ii. Provide a consolidated quarterly and annual customer satisfaction report broken down by route, airline and agency. Results will be used to assess the service level delivered by the company and to set-up improvement plan.

**H. Performance Standards and Service Level Guarantee**

The contracted travel agent shall perform its services and deliver its products in accordance with the herein prescribes minimum performance standards set by the UN:

Product / Service	Performance Attribute	Definition	Standard / Service Level
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1. Airline Reservation	Agency Accuracy	Ability to perform task completely and without error	Zero-error in passenger records/airline bookings, fare computation and routing
	Speed and Efficiency	Ability to deliver product or service promptly and with the use of resources	<ul style="list-style-type: none"> <li>▪ For confirmed bookings via itinerary within two-four hours time of request</li> <li>▪ For wait listed bookings via daily updates</li> </ul>
2. Airline Tickets	Agent Accuracy	Ability to perform task completely and without error	<u>Zero-error</u> in the ticket/aborted travel due to incomplete travel documents
	Timeliness of delivery	Ability to deliver product or service on or before promised date	<u>3 working days</u> before departure date
3. Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/nationalities	<u>Zero-incident</u> of complaint/aborted travel due to incomplete travel documents
	Clarity	Ability to deliver product or service on or before promised date	<u>07 Working days</u> before departure
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&gt;Returns</u> for clarification/explanation
	timeliness	Ability to generate bills based on respective UN agency's volume/billing period request	<u>Zero&gt;Returns</u> for clarification/explanation
5. Visa Servicers	Accuracy	Ability to ascertain and advice visa requirements for various destinations	<u>Zero-incident</u> of complaint/Visa refusal due to incomplete visa documents
	Clarity	Ability to Verify validity and completeness of all visa applications.	<u>Zero&gt;Returns</u> for additional documents /clarification.
	timeliness	Ability to deliver visa on or before promised date	07 Working days before departure
6. Rates/Pricing	Fairness	Reasonable charges for services offered	At rates comparable with prevailing market standards
	Company concern about fares	Ability to quote competitive fare	At levels comparable with airline preferred rates. Guarantee that <u>one quotation is the lowest</u> obtainable fare
	Good value indicated by price	Competitive of fares quoted vs. restrictions or lack/absence thereof	At the same terms or better than quoted by airlines
	Willingness to assist -UN agency negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent UN in dealings with airlines	Semiannual meetings to obtain competitive rates in the market and preferable fare conditions (i.e. ticketing, deadlines, etc.)
7. Service Quality	Accessibility	Ability to access or approach travel agency	24 /7 e-mail and phone Email: available Website: available
	Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meetings with the UN Travel Oversight Committee- Agency Performance Reviews twice a

		Willingness to go out of one's way to help the traveler	year No. of personal travels booked with travel agents
8. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	100% within one month from date of cancellation
	Complaint Handling	Ability to resolve complaints	Timeliness: Initial response within one day and solution within a week
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 concern them	Frequency of communications: Monthly or as and when required

### **Schedule of Requirements**

Required Documents*		Submitted	
		Yes	No
1.	<b><u>General Information:</u></b> <ul style="list-style-type: none"> <li>Company Profile</li> <li>Copy of IATA Accreditation Certificate</li> <li>Business registration</li> </ul>		
2.	<b><u>Business References:</u></b> <ul style="list-style-type: none"> <li>Major Corporate Clients / Contract Details / Estimated Contract Value</li> <li>At least three letters of Recommendations from corporate clients.</li> <li>Evidence of Experience on provisioning international organizations, embassies and medium to large multi-national corporations;</li> </ul>		
3.	<b><u>Volume of Sales for: 2013,2014,2015</u></b> <ul style="list-style-type: none"> <li>Number of travelers</li> <li>Annual number of trips</li> <li>Annual international air tickets (#)</li> <li>Annual international air tickets (US\$)</li> </ul>		
4.	<b><u>Size of Agency:</u></b> <ul style="list-style-type: none"> <li>List of name(s) (if any) and address(s) of branch office (s) worldwide</li> <li>List of airline(s) (if any) that your agency <u>issue</u> air-tickets on behalf of</li> <li>List of airline(s) (if any) that your agency <u>sells</u> air-tickets on behalf of</li> </ul>		
5.	<b><u>Financial Capabilities:</u></b> <ul style="list-style-type: none"> <li>Capital</li> <li>Copy of your Head of Office Turnover, and IATA Turnover including balance sheet and profit and loss account certified by a chartered, certified public or certified general accountant for the past two years</li> </ul>		
6.	<b><u>Personnel Competence:</u></b> <ul style="list-style-type: none"> <li>Curriculum Vitae of managerial personnel and other full time travel staff members qualified competent and identified to Handle UN account</li> </ul>		
7.	<b><u>Business Entity of Agency:</u></b> <ul style="list-style-type: none"> <li>Ownership (sole owner, partnership, or corporation)</li> </ul>		
8.	<b><u>Other information:</u></b> <ul style="list-style-type: none"> <li>Reservations are made by: Telephone, fax , Internet,</li> <li>Primary type of ticket: Electronic Ticket, Hard Copy</li> <li>Primary method for ticket delivery: Electronic Ticket, Courier</li> </ul>		

	<ul style="list-style-type: none"> <li>Describe in detail your ability to secure the lowest available published and/or negotiated airfares. What discount system can you provide to the UN agencies? Please describe it in details;</li> <li>State additional services / innovations and benefits that make your agency unique</li> </ul>		
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The answers to the questions **must** be provided on separate sheets of paper, yet, with strict adherence to the chronological order. We would highly appreciate it if your answers to attached questions are as clear and explicit as possible to facilitate ease of analysis/selection process, and to determine whether the documents are complete, properly signed, and whether the Proposals are generally in order. A Proposal determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## I. Compensation Scheme

**Travel agency shall generate its income on a per-ticket/transaction basis.**

The UN however, shall, from time to time, evaluate and verify with other travel agencies and other industry indicators the comparability and competitiveness of the rates being given to the UN. The UN remains the right to terminate contract with the perspective selected Travel Agency at any time if the Travel Agency charges UN Agencies on higher rates than market standards, or does not render minimum services described in this tendering document.

## J. Evaluation Criteria:

Summary of Technical Proposal	Total Points
Section1: Competencies /Expertise of organization	475
Section 2: Identified Resource team capacity	225
<b>Total</b>	<b>700</b>

### Details of evaluation criteria and marking scheme:

#### Section 1: Competence/expertise of the organization

MANDATORY ELEMENT	WEIGHTED ELEMENT	WEIGHT %	MAX SCORE
<b>Expertise of firm/Organization in providing Travel services</b>		67%	475
Accredited IATA Travel Agency duly licensed in Sri Lanka			15
Minimum of 5 years as a registered travel related Service Provider in Sri Lanka	>5 years up to 10 years		70
Min 3 years' Experience on provisioning international organizations, embassies and medium to large multi-national corporations;	> 3years up to 5 years		40
Ability to provide fully fledged travel desk with minimum of 3 staff identified for UN			80
Capable of assisting the UN in obtaining visas			45
Capable of providing international and local train tickets			45
Capable of providing Hotel reservations			20
Capable of providing 24 hours 7 day mobile phone access to key account manager and staff throughout the year			35
Capable of deploying motorized messenger (s)/documentation clerk			20

Financial credibility			50
Provision of value added services in addition to TOR e.g International affiliations ect			25
20 min Presentation on how the service provider will address/deliver the demands of the RFP (date and time will provided after the bid closing date)			30

#### Section 2: Identified Resource team capacity

MANDATORY ELEMENT	WEIGHTED ELEMENT	WEIGHT %	MAX SCORE
<b>Expertise of Key Personnel</b>		<b>33%</b>	<b>225</b>
Manager/ supervisor with Minimum 8 years travel industry experience,			65
Manager/ supervisor with minimum 4 years prior experience in managing or supervising a Business Travel entity			60
Education qualification of Manager College degree or equivalent travel industry qualification.			50
Travel assistance with Professional work experience of at least two years at an IATA-accredited travel agency,			50

#### Financial Proposal (Please provide in a separate envelope with other documents)

FINANCIAL EVALUATION CRITERIA	Max Score 300 points	CHARGING BASIS
Agent's charge for commissionable travel ticket	100	
Agent's charge for non-commissionable travel ticket	100	
Agent's charge for international train ticket reservation	20	
Agent's charge for Local train ticket reservation	30	
Agent's charge for visa handling	40	
Agent's charge for hotel reservations	5	
Any Other cost (Pl specify)	5	

#### Payment for Services

Each Agency will settle its respective payment within minimum of 30days from the receipt of invoices.

-----END OF TERMS OF REFERENCE-----