



Request for Proposal (RFP) № BLR/556/2012

Date: June 18, 2012

Subject: Long-Term agreement for the Provision of Travel Management Services for the United Nations agencies in Belarus

Dear Sir/Madam,

UN Agencies (UNDP, UNHCR, UNFPA, UNICEF, UN DPI), are hereby undertaking a solicitation of proposals from travel agencies who are interested to provide air tickets sales services on long-terms basis. The longer agreement will be concluded for initial period of 1 year. The long-term agreement can be extended for another 2 years in case of satisfactory performance of Travel Agent. The annual purchase volume of air tickets is about USD 350 000.

In that respect, UN Agencies invite your company to participate in the competitive bidding for the provision of air ticketing services.

1. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Profesional Services (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule (Annex V)
 - vi. Detailed breakdown of obtainable technical points (Annex VI)
 - vii. Guidance to Structuring Technical Proposal (Annex VII)
 - viii. Standard Contract Form (Annex VIII)
2. Please send your offer in two separate sealed envelopes labelled: "Technical Proposal" and "Financial Proposal, no later than **July 13, 2012 17-00** local Belarus time GMT (+2:00) to the following address:
United Nations Development Programme in Belarus
Kirova str. 17, 6-th floor, Reception area
With clear marking on the envelope:
"TENDER RFP №BLR/556/2012 – AIR TICKETING
DO NOT OPEN BEFORE 13 July 2012, 17.00
Attn. BID OPENING UNIT"
3. Informational meeting with all interested companies will take place on June 20, 2012 at 16:00 at the address Minsk, Kirova str. 17, 6-th floor, conference room.
4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and confirm your participation in the tender and in the pre-bid meeting to the following e-mail: tenders.by@undp.by

Yours sincerely,
Farid Garakhanov

Deputy Resident Representative

Instructions to Offerors

A. Introduction

1. General

The United Nations Development Programme in Belarus (UNDP Belarus) is initiating a process of contracting the competent travel agent to provide air ticketing services to the UN System in Belarus as detailed in the attached TOR (Annex III). UN Agencies plan to conclude a contract for an initial period of one year with one vendor for the provision of air ticketing services. The contract will be subject to renewal on expiration for further period of two (2) years, upon a satisfactory Performance Appraisal of the service provided.

UN Agencies reserve the right to choose more than one Travel Service Providers.

2. Cost of Proposal and Confidentiality of Information

The Offerors shall bear all costs associated with the preparation and submission of the Proposal, the UNDP Belarus will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation. This Request for Proposal is not to be construed in any way as an offer to contract with the Agency. Please note that UN Agencies are not committed to selecting any of the agencies submitting proposals. UN Agencies recognize the importance of confidentiality of the data provided in the the proposal. Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization’s mailing address tenders.by@undp.by or fax number +375 17 226 03 40. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than than **10 (ten) days** prior to the deadline for the submission of Proposals.

Written copies of the organization’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents and will be posted at <http://undp.by/en/undp/tenders/>.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment. All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents. The amendments, if any, will be posted at <http://undp.by/en/undp/tenders/>. In order to afford prospective Offerors reasonable time in which to take the amendments into account

in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any **printed literature, copies of legal documents and balance sheets with audit reports** furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form as indicated in Annex IV;
- (b) Technical Proposal, including documentation to demonstrate that the Offeror meets all requirements in accordance with the Clause 8.
- (c) Financial Proposal, completed in accordance with Clause 9;

8. Technical Proposal form

Detailed Description of Proposed Services and Processes – in complying with this, it is best to present the services to be offered in accordance with the sequence and description in the TOR (Annex III) and the Guidelines for structuring the Proposal (Annex VII).

(a) Company background, expertise and capacity

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal. The Offeror should list its experience in similar contracts, include references from corporate clients, IATA air carrier(s). The detailed list of the documents/information to be provided under this section please see in the Annex VII.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion. This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror must provide detailed information on competence of Proposed Personnel – this shall require the submission of the comprehensive Curriculum Vitae (CVs) of the proposed Senior Travel Consultant who will be assigned to serve the UN needs and the other travel consultants, engaged in air ticketing service.

The nominated Senior Travel Consultant in your proposal must be the employee who will be responsible for the management of travel services to UN Agencies the entire period set for this contract.

To finalize the Technical Proposals evaluation the Senior Travel Consultants of the Offerors will be interviewed by a committee, prior to opening the financials proposals. The interviews will be conducted in the period starting from July 16, 2012 till July 27, 2012. The Offerors will be contacted by UNDP for agreeing exact date and time.

(c) Proposed work approach, methodology

This section should demonstrate the Offeror's responsiveness to the TOR by identifying the

specific components proposed, addressing the requirements, as specified, point by point in the attached TOR; providing a detailed description of the essential performance characteristics and demonstrating how the proposed methodology meets or exceeds the TOR. This will contain a brief description of how the travel agencies foresee the flow of the transactions involved, as well as the expected roles and responsibilities of the parties. The existing corporate standards and/or internal quality control procedures should be described. The Offeror can include information about value-added products and services that were not mentioned/required in the TOR but the bidder is offering to the UN agencies in Belarus.

The Technical Proposal should not contain any financial information on the services offered. Financial information shall be separated and only contained in the appropriate Financial Proposal as stated in the Clause 9.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

9. Price Schedule

The financial proposal should be filled in accordance with the Price Schedule - Annex V.

The Offerors should complete the table in the Annex V by quoting the service fees in EUR per issuing ticket of the listed airlines. The service fees quoted in the Price Schedule will form the part of the LTA with winning company. The excel file with embedded formula for financial criteria is provided additionally to the tender participants for reference.

10. Proposal currency

All prices shall be quoted in EUR or any other convertible currency

11. Period of validity of proposals

Proposals shall remain valid for 120 (one hundred twenty) days after the date of Proposals opening prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payments

Payments will be made by UNDP or other UN agencies to the selected Company after acceptance of invoices submitted by the Contractor.

D. Submission of Proposals

14. Sealing and Marking of Proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be addressed to:

**United Nations Development Programme in Belarus
Kirova str. 17, 6-th floor
Minsk 220055, Republic of Belarus**

and

• marked with –

**“ TENDER RFP №BLR/556/2012 – AIR TICKETING
DO NOT OPEN BEFORE 13th July 2012, 17:00 local time”**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall be labelled **Technical Proposal** and contain the information specified in Clause 8 (Technical Proposal form) above. No information of financial nature shall be contained in this section.

The second inner envelope shall be labelled as **Financial Proposal** and include the financial schedule as per the Clause 9 (Financial Proposal).

Please note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under Clause 12 (*Sealing and marking of Proposals*) **no later than July 13, 2012 till 17.00 p.m. local time.**

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with Clause 5 (*Amendments of Solicitation Documents*), in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to Clause 14 (*Deadline for the submission of proposals*), will be rejected.

17. Modification and withdrawal of proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals. The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 13 (*Deadline for Submission of Proposals*). The withdrawal notice may also be sent by fax but followed by a signed confirmation copy.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form. No Proposal may be modified subsequent to the deadline for submission of proposals.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of the Local Contracts Committee formed by UNDP.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations.

In order to assess financial strengths of the Proposers UNDP will check Audited Financial Statements of the Proposers. The quick ratio (company's liquid assets in proportion to current liabilities) will be calculated for the past 3 fiscal years. The quick ratio shall be equal or more than 1 for the analyzed periods.

The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

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

21. Evaluation and comparison of proposals

A two-stage procedure with application of cumulative analysis method is utilized in evaluating the proposals, with evaluation of the Technical Proposal being completed prior to any Financial Proposal being opened and compared.

- a) On the first stage the technical proposal is evaluated on the basis of its responsiveness to the Term of References (TOR) in accordance with the technical evaluation criteria below:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Years in Business and Reputation of Travel Agency (15%):	15%	150					
2.	Travel Agency Capability, Expertise	30%	300					
3.	Personnel Competence and Work Approach	25%	250					
4.	Experience of Senior Travel Consultant	30%	300					
Totally: maximum obtainable technical points			1000					

For detailed breakdown of obtainable technical points please see the Annex VI.

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.

2. On the Second Stage the financial evaluation of the technically qualified proposals will be performed in the following way: the lowest between financial offers (*Flowest*) will obtain maximum financial score 1000 points. The financial score Tfs for the other financial offers (Fx) will be calculated using the following formula:

$Tfs = 1.001^{(Flowest - Fx)} \times 1000$, where:

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

Flowest – the lowest financial offer among responsive bids, EUR;

Fx – financial offer from the company X, EUR.

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

$Ts = Tts \times 0.7 + Tfs \times 0.3$, 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.

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror any obligation to inform the affected Offeror(s) of the grounds for the Purchaser's action. Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated obtains maximum cumulative score.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 14 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

25. Vendor protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. 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 General Conditions of Contract for Professional 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 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.

Terms of Reference (TOR)

A. Background

In order to achieve further time and cost efficiency while ensuring outstanding quality of service, UN Agencies wish to enter into a Long Term Agreement (LTA) with a competent Travel Agency to serve all its travel management services.

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

B. Objective

UN Agencies are hereby undertaking a solicitation of bid proposal from Travel Agencies who are interested to provide air ticketing services regularly required by the UN Agencies. The successful bidder shall be contracted for this purpose for an initial period of one (1) year and renewable for the two years (overall duration of LTA will not exceed 3 years), upon satisfactory evaluation of performance.

The total annual volume of air tickets procured by the UN Agencies is approximately USD 350,000 annually. Ticketing volume in the years to come is expected to remain at the comparatively similar level.

UNDP and the UN agencies in Belarus provide payment via bank transfer to the contracted Travel Agent for the received travel management services based on the issued invoices at the beginning of each next month after the delivered services.

C. Travel Policy

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.

Current air travel policy requires the Travel Agent in all cases to book the lowest available fares and to research alternate itineraries (at least three options, if available) in order to provide the lowest appropriate fares, which satisfy the UN 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 prepare to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares which entail restrictive conditions (such as penalties or stayovers), however, shall only be booked with the express approval of authorized Agency personnel;

D. Qualifications of the Travel Agent

The successful travel agency who will be contracted to serve the needs of UN Agencies shall have the following minimum qualifications:

- 1) Accredited IATA Travel Agency (minimum 3 years IATA membership), duly licensed in the country and minimum 5 years experience of working in the market;
- 2) Has minimum USD 2 mln turnover in air tickets selling and sells annually at least 4000 air tickets;
- 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 and copies of their certificates in reservation/booking systems (at least 3 travel consultants with 3 years experience);
- 5) Financially capable of rendering services to UN agencies in Belarus (quick ratio more than 1 for the past 3 fiscal years);
- 6) Maintains facilities of on-line booking / airline reservations (i.e. Amadeus, or other), international ticketing and ticket printing facilities –at least 1 reservation system;
- 7) Capable of deploying motorized messenger (s)/documentation clerk;
- 8) Willing and able to guarantee the delivery of products and services in accordance with performance standards required under **Section G** of this TOR.

The successful travel agency shall be required to devote at least one (1) dedicated employee with the following minimum qualifications:

- 1) Senior Travel Consultant 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 consultant shall maintain operations necessary to support UN Agencies; and
- 4) 24 hours a day access of emergency service, including requests originated in English language, and necessary delivery of tickets as required by UN Agencies to the required destinations; and

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.

If the travel agency decided to terminate services of the travel consultant, the travel consultant must notify UNDP one month in advance and attach the CV of the succeeding proposed Travel Consultant. UNDP has the right to reject newly nominated Travel Consultant if not competent enough to handle management of the travel services.

The senior Travel Consultant will be interviewed by a technical evaluation committee.

E. Services to be furnished by the Travel Agent

Hours of operation

The Travel Agent shall provide travel services from 9.00 am to 6.00 p.m during working days. In addition 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.

1) Reservation and Ticketing

- For every request of quotation sent by UN agency, travel agency shall make bookings and prepare appropriate itineraries and formal quotation based on the lowest fare and the most direct and convenient routing within 4 hours; if reservations made by the travel agency are not at the lowest available rate allowed, at the time of ticketing, the Travel Agency shall refund the difference to UNDP.
- In the event of loss, travel agency shall immediately replace airline tickets;
- In the event that required travel arrangement cannot be confirmed, travel agency shall notify UNDP of the problem and present minimum three (3) alternative routings/quotations for considerations;
- For wait-listed bookings, travel agency shall provide regular daily feedback on status of the flight;
- 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;
- Travel agency shall promptly issue and deliver tickets or e- tickets and detailed itineraries (in printed or electronic format) showing the accurate status of the airline on all segments of the journey;
- Travel agency shall accurately advise UN agency of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;

- Travel agency shall provide information on airline tickets schedules;
 - 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;
- 2) Airfares and Airlines Routings / Itineraries
- Travel agency 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;
 - Travel agency shall ensure that tickets issued are in accordance with entitlements prescribed in UNDP Travel Authorization;
 - Travel agency shall assist UNDP Travel Administrator in negotiating with airlines on preferred fare conditions for UNDP, such as ticketing deadlines to be as flexible as possible (i.e. until the date of commencement of particular travel); and
 - Travel agency 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.
 - Travel agency 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
- Travel agency shall provide quick reference for requested destinations;
 - Travel agency shall provide travelers 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.;
 - Travel agency shall inform travelers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, hidden stops, and other inconveniences of the itinerary and provide required documentation for travels;
 - Travel agency shall provide travelers on request 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.; and
 - Travel agency shall promptly notify UNDP Travel Administrator of airport closures, delayed or cancelled flights, as well as other changes that might affect or will require preparations from travelers, sufficiently before departure time.
- 4) Billing and Invoice
- The travel agency shall send UNDP an itemized invoice for each ticket which should reflect among other the following information:
 - ticket number
 - airline name
 - date the ticket was issued
 - traveler's surname/name
 - departure/destination points
 - actual ticket cost as offered by the airlines and applied service fee
 - title of UN agency/project requested ticket

- The UNDP shall provide payment to the Travel agency by means of bank transfer after the approval of transactions.

5) Flight Cancellation / Rebooking and Refunds

- Travel agency shall process duly authorized flight changes / cancellations when and as required;
- Travel agency shall immediately process airline refunds for cancelled travel requirements / unutilized pre-paid tickets and credit these to UN agencies as expeditiously as possible;
- Travel agency shall refund tickets within three (3) months only (shorter period than 3 months offered will be an advantage);
- Travel agency shall limit refund charges at airline rate only, i.e. no additional charges will accrue to the travel agency;
- Travel agency shall absorb cancellation and / or change reservation date charges which are due to no fault of UN agency;
- Travel agency shall report back to UNDP on the status of ticket refunds.

6) Management Reporting System

Travel agency shall submit the following reports on a monthly regular basis to UNDP Travel Administrator:

- Monthly Production Statistics (per UN Agency Office and consolidated format);
- Monthly Carrier – Route – Fare Analysis and Production / Volume of Business;
- Monthly reports on the status of ticket refunds per UN Agency.
- Changes and Update on Airline Rates, promotions, policy changes, etc., immediately upon the receipt of the advice;
- Complaint Analysis;
- Monthly Reconciliation act

7. Supplier Relations

- Travel Agent shall not favor any particular carrier when making reservations.
- The Travel Agent shall maintain excellent relations with all carriers for the benefit of the UN System in Belarus.

8. Travel Agent's Services Quality Control

- The Travel Agent shall establish and operate to monitor on a regular and continual basis the quality of travel services provided to the UN System in Ukraine. 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 System in Ukraine. The UN System in Ukraine shall be notified of any deficiencies found and corrective action taken; such actions shall be included in the Travel Agent's narrative report required under Section " J " above.
- The UN System in Ukraine reserves the right to conduct the own quality control surveys among frequent travelers.
- 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.

G . 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 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 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"> ▪ For confirmed bookings via itinerary within four 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	Zero-incident of complaint/aborted travel due to incomplete travel documents
	Clarity	Ability to deliver product or service on or before promised date	10 Working days before departure
4. Billing	Accuracy	Ability to generate billing statements without errors	Zero-Error or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	Zero>Returns 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 one quotation is the lowest 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 AGENCIES negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent UN AGENCIES in dealings with airlines	Semi annual 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 agency	Telephone: 3 rings Emergency: 24 hours Email: available Website: available
	Responsiveness	Willingness to go out of one's	Regular coordination

		way to help the traveler	meetings with UN Agencies Travel Oversight Committee Agency Performance Reviews twice a year No. of personal travels booked with travel agents
		Willingness to go out of one's way to help the traveler	
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 Consultants	Competence	Knowledge of destinations Knowledge of airline practices, fare levels and shortest routes and connections Knowledge of UN Agencies 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 concern them	Frequency of communications: Monthly
10. Office premises and Hours of Services	Readiness to do business	Senior Travel Expert to commence business	<ul style="list-style-type: none"> ▪ The Travel Agent(s) should provide travel services from 9.00 am to 6.00 p.m during working days. In addition Travel Agent(s) shall provide for 24 hours a day emergency service, including requests originated in English language, 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.

RFP №BLR/556/2012 – AIR TICKETING

PROPOSAL COVERING LETTER

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Travel management services to the UN agencies in Belarus in accordance with the Price Proposal attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 (one hundred twenty) days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule in a separate envelope as indicated in Section D paragraph 14 (b) of the Instruction to Offerors. The price schedule should include a service fee per issuing 1 ticket of each of the listed airlines. The contractor is asked to fill in the table below.

Table: Service fees for issuing tickets

Air Carrier Company Code	Service fee* of the Travel Agency (in EUR)	Weight of airlines distributed accordingly to the amount of Annually Sold Tickets	Total Score (F) = (F1) * (F2)
	(F1)	(F2)	
Turkish Airlines (TK)		7,111	
LuftHansa (LH)		9,002	
Austrian Airlines (OS)		14,77	
Polish Airlines (LO)		7,892	
Czech Airlines (OK)		9,409	
Aerosvit (VV)		3,938	
Siberia Airlines (S7)		3,063	
Etihad Airways (EY)		1,641	
Air Baltic (BT)		4,641	
Belavia (B2)		29,932	
Aeroflot (SU)		8,601	
Total Service Fee (Fx)			

* Service fee is indicated per transaction of 1 ticket.

Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

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:
5 years minimum requirement	35
- More than 5 years, 1 point per each additional year, but no more than 15 points	15*
1.2 Years of IATA membership	50:
- 3 years minimum requirement	35
- More than 3 years – 1 point per every additional year, but no more than 15 points	15*
1.3 Reliability (References, and letters of recommendations)	50:
- Minimum 1 recommendation from IATA Air Carrier	30
- More than 1 recommendation from IATA Air Carrier – 2 points for every additional recommendation, but no more than 10 points	10*
- Recommendation from International Organization(s), embassies, multinational corporations – 2 points for every recommendation, but no more than 10 points	10*
Part II - Travel Agency Capability (30%):	300 (2.1+2.2+2.3+2.4+2.5):
2.1 Quantity of branch office(s) around the country/worldwide:	50:
- Minimum 1 branch	35
- More than 1: 3 points per every additional brunch 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)	40*
2.3 Volume of sales (annual international air tickets turnover in 2011)	80:
- Annual ticket turnover of 2,000,000 USD - minimum requirement	56
- Annual ticket turnover of more than 2,000,000 USD – 1 point per every additional 500 000USD of turnover, but no more than 24 points	24*
2.4 Quantity of air tickets sold annually in 2011	80:
- 4000 tickets annually is a minimum requirement	56
- 1 point per every additional 1000 tickets, but no more than 24 points	24*
2.5 Reservation Booking System	50:
- Availability of at least 1 booking system (minimum requirement)	35
- Availability of additional booking systems – 3 points per every additional system, but no more than 15 points	15*
Part III - Personnel Competence and Work Approach – 25%	250 (3.1+3.2+3.3):
3.1 Availability of travel consultants, specialized in air tickets selling and with experience of minimum 3 years	100:
- Availability of at least 3 travel consultants with relevant experience of 3 years (minimum requirement)	70
- More than 3 travel consultants with 3 years relevant experience – 3 points per every travel consultant, but not more than 30 points	30*
3.2 Experience of Company General Manager (Director)	50:
- At least 5 years of management experience	35
- More than 5 years – 1 point per every additional year, but no more than 15 points	15*
3.3 Work Approach, Quality Assurance of Services	100:
- Appropriateness of internal quality control, corporate standards and workflow organization	50

- Management plan for providing services to multiple UN Agencies/projects sited in different locations		50
Totally: Part 1+Part2+Part 3		700
Part IV - Detailed breakdown of obtainable points per each Evaluation Criteria for Senior Travel Consultant– 30%		
Senior Travel Consultant Evaluation		Points obtainable
Qualification:		100
- Certificate or diploma in travel management services: at least one certificate or diploma in air tickets reservation/booking system	35	
- Additional certificates in booking/reservation systems: 3 points per every additional certificate, but no more than 15	15*	
- IATA certified staff member in travel management	25*	
- English language level and fluency	25	
Professional Experience		50
3 years of experience in air tickets selling is a minimum (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*	
Interview: client orientation, professional experience		150
Total points for Part IV:		300
Totally technical points (Parts 1+2+3+4)		1000

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

GUIDELINES TO STRUCTURING TECHNICAL PROPOSAL

Required Documents		Submitted Yes No
1.	<u>General Information:</u> <ul style="list-style-type: none"> ▪ Profile of the company ▪ Copy of IATA Accreditation Certificate ▪ Copy of the license from the State Aviation Committee of Belarus ▪ Copy of the State Certificate of Registration (please provide the copies of all the certificates if the company was re-registered) ▪ Copy of membership certificate in international travel association (if any) ▪ Copies of the Balance sheets and Income/Loss Statements certified by independent Auditors for 2009, 2010, 2011 fiscal years 	
2.	<u>Business References:</u> <ul style="list-style-type: none"> ▪ Major Corporate Clients / Contract Details / Estimated Contract Value per year ▪ <u>At least</u> one letter of Recommendations from IATA air carrier ▪ Letters of Recommendation from International Organization(s), embassies, multinational corporations, IATA air carriers 	
3.	<u>Volume of Sales for air tickets in 2011:</u> <ul style="list-style-type: none"> ▪ Annual volume of air tickets sold (US\$) in 2011 ▪ Quantity of air tickets sold in 2011 	
4.	<u>Size of Agency:</u> <ul style="list-style-type: none"> ▪ List of name(s) and address(es) of branch office (s) in the region and worldwide ▪ List of airline(s) that your agency sell air-tickets on behalf of ▪ List of airtickets Booking/Reservation systems used in your company and copies of the certificates about use of these systems issued in the name of your organization 	
5.	<u>Personnel Competence:</u> <ul style="list-style-type: none"> ▪ Curriculum Vitae (CV) of General Manager/Director of the company, containing information about years of managerial experience ▪ Curriculum Vitae (CV) of the proposed Senior Travel Consultant who will be assigned to serve the UN needs and CVs for other Travel Consultants who are engaged in air tickets selling in your company. Each CV should contain: years of experience of the specialist in selling air tickets, level of English knowledge, education and obtained certificates in the field of travel management. Please attach to the CVs copies of the certificates in booking/reservation system use for each specialist and/or IATA staff member certificate. 	
6.	<u>Detailed Description of Proposed Services and Processes in compliance with TOR:</u> demonstrating how the proposed methodology meets or exceeds the TOR. This will contain a description of how the travel agencies foresee the flow of the transactions involved, as well as the expected roles and responsibilities of the parties. The existing corporate standards and/or internal quality control procedures should be described. The Offeror can include information about value-added products and services that were not mentioned/required in the TOR but the bidder is offering to the UN agencies in Belarus.	

UN Agencies recognize the importance of confidentiality of the data provided and the proposal information

STANDARD AGREEMENT

between

THE UNITED NATIONS DEVELOPMENT PROGRAMME

and

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

THIS AGREEMENT is made this _____ day of _____, 2008, 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 China located at Tower Level 6 Reserve Bank Building, Pratt Street, Suva (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 UNDP's Country Offices and has issued a Request for Proposals ("**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 _____, Annex A to this Agreement;

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, China.

"**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 the 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 traveler 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, hotel reservations, airline ticketing and airport transfer, and other related services (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 dependants (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 stated in the Terms of Reference, eg.:

(a) onward air fare, rail and ground transportation, hotel reservations and travel insurance; whenever possible, discount rates for 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 hotel confirmations/ vouchers and airline tickets within forty-eight (48) hours of receipt of UNDP and its Associated Agencies' 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) organization of travel plans for UNDP and its Associated Agencies meetings and conferences;

(h) 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 therefore, 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 the United Nations and shall fulfill its commitments with the fullest regard for the interests of UNDP and the United Nations.

ARTICLE 3: Services by UNDP and its Associated Agencies

3.1 UNDP and its Associated Agencies will submit to the Travel Agent a Travel Authorization indicating the maximum entitlement (mode and class) permitted to Traveler for such travel. All Travel Authorizations shall be in writing, signed by an Authorized Representative. UNDP and its Associated Agencies shall not be responsible for any Travel Management Services undertaken by the Travel Agent without such Travel Authorization.

3.2 In consideration of the services provided by UNDP and its Associated Agencies, the Travel Agent agrees to provide a discount of% of the total air sales (net of refunds, cancellations, and voids), for the applicable months of the quarter-year or portion thereof to which they relate.

ARTICLE 4. Compensation to the Travel Agent

4.1 The Travel Agent shall retain all standard and override commissions earned on the sale of air transportation except as provided hereunder, such commissions except as provided hereunder, shall constitute the sole compensation for the Travel Management Services provided under this Agreement.

4.2 Each UN Agency 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 Each UN Agency 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.

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 Each UN Agency 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 and 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 Travel Agent shall submit a statement of account or invoice for all travel requests to UNDP or its Associated Agencies on a weekly basis by attaching copies of the Travel Authorization and tickets/agent coupon. 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 UNDP or its Associated Agencies Traveler.

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

5.3 The Travel Agent shall provide for the exclusive and confidential use by UNDP and its Associated Agencies of a comprehensive Monthly Income and Expenditure Report of the travel operations established by the Travel Agent in accordance with this Agreement. Such report shall conform to Generally Accepted Accounting Principles ("GAAP") in and shall be submitted to UNDP and its Associated Agencies no later than two (2) weeks following the end of the 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 and 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 and its Associated Agencies shall have the right to immediately terminate this Agreement.

6.3 UNDP and its Associated Agencies neither represents nor warrants 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 The Travel Agent shall provide UNDP with a performance security in a form of Bank Guarantee in an amount equivalent to 10 percent (10%) of the total amount of this Contract US\$xx which is equivalent to US\$xx within thirty (30) days from the receipt of this Contract by the Travel Agent. Payments under the contract are contingent upon receipt and acceptance by UNDP of the bank guarantee issued by a UNDP approved in strict accordance with Annex V.

10.2 Prior to issuing the Bank Guarantee, the Travel Agent shall supply, for the approval of UNDP, details of the bank's rating (which shall be level "A" or above) by any of the following agencies: Moody's, Standard and Poor's, (S&P) or IBCA/Fitch.

10.3 The period of validity of the Bank Guarantee shall be two months after the completion of services and acceptance of the final report. In the event that there is unforeseen delay in the Contract implementation, the period of validity of the Bank Guarantee shall be extended for a period equal to the period of the delay.

10.4 The Bank Guarantee shall be returned to the Travel Agent together with UNDP written authorization for termination not later than fifteen (15) days after approval by UNDP of the final report.

10.5 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.

10.6 The responsibility for the safety and security of the Travel Agent and its personnel and property, and of UNDP's property in the Travel Agent's custody, rests with the Travel Agent.

10.7 The Travel Agent 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 Travel Agent's security, and the full implementation of the security plan.

10.8 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 Travel Agent 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.

10.9 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 Travel Agent 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.

10.10 The Travel Agent 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 Travel Agent generally. The right of UNDP to conduct an investigation and the Travel Agent's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Travel Agent 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 Travel Agent's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Travel Agent's premises. The Travel Agent shall require its agents, including, but not limited to, the Travel Agent's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

10.11 The Travel Agent 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.

10.12 This Agreement is subject to the UN General Conditions (Annex B). 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.

10.13 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:

ACCEPTED:

FOR THE TRAVEL AGENT:

By:_____

Name:_____

Title:_____

Date:_____

FOR UNDP ON BEHALF OF THE UN AGENCIES

By:_____

Name:_____

Title:_____

Date:_____

