



BIDDING ANNOUNCEMENT

International Public Bidding Nº 001/2008.

The United Nations Development Programme - UNDP, make public, to all interested parties that **on July 21st, 2008, at 15:00 (Brasília time)**, in the following address: **EQSW 103/104 Lote 1 Bloco D, Setor Sudoeste, Brasília/DF – Brazil - CEP: 70670-350**, a public session will be held to receive and open proposals for International Public Bidding No. **001/2008 to hire travel services for the UN Travel Purchasing Group (UNTPG)**, to be contracted by UNDP and others UN Agencies, according to the conditions set forth in United Nations Development Programme - UNDP Procurement Guidelines.

All interested firms may request the Bidding Documents by registering at <https://www.undp.org.br/licitacoes>, at the correspondent link button [Quero Participar!], on the list of participants, so that any correspondence, clarifications regarding the bidding documents and their respective answers can be sent to all bidders. **The bidding documents are only available in English.**

All interested firms may request clarifications regarding the bidding documents by email, mail or fax prior to the pre bid conference or after the pre bid conference, no later than July 04, 2008. Responses will be provided to all such questions by July 15, 2008, to all interested firms that had registered on the list of participants at <https://www.undp.org.br/licitacoes>.

Pre Bid Conference – PBC: Applicable.

Attendance at the PBC is mandatory and will take place on **June 30, 2008 at UNDP Country Office in Brasília-DF at 15.00 hours**. Confidential information regarding the UNTPG Business will be provided at the PBC, and the bidders must sign a Nondisclosure Agreement.

For further information about how to request the Procurement Documents contact UNDP by fax (55.61.3038-9010) or e-mail: pnudlicitacoes@undp.org.br.

Brasília, June 18, 2008.

Procurement Coordination

United Nations Development Programme



Request for Proposal (RFP) – 001/2008

Date: June 18, 2008

Dear Sir/Madam,

Subject: RFP for the provision of official commercial travel services for the UN Travel Purchasing Group (UNTPG), more specifically defined in Annex I hereto

You are requested to submit a proposal for travel management purchasing and travel management services as per enclosed Terms of Reference (TOR).

To enable you to submit a proposal, attached are:

- i. Instructions to Offerors (Annex I)
- ii. Standard of Contract..... (Annex II)
- iii. Terms of Reference (TOR)..... (Annex III)
- iv. Proposal Submission Form (Annex IV)
- v. Price Schedule (Annex V)
- vi. Performance Security Form..... (Annex VI)
- vii. Non Disclosure Agreement..... (Annex VII)

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than JULY 21, 2008 (15:00h)

A/C UNDP C/O BRAZIL

EQSW 103/104 Lote 1 Bloco D

Setor Sudoeste

Brasília/DF, Brasil

CEP: 70670-350

CONTACT 55 61 3038-9010 – pnudlicitacoes@undp.org.br - <http://www.undp.org.br>

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. Please be advised UNTPG disclaims the accuracy or completeness of any data or information provided during this process and Bidders assume full responsibility for the risks of participation. We have endeavored to provide up to date and complete data but do not warrant or guarantee any of such data or information.

You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Procurement Coordination

United Nations Development Programme



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ANNEX I - INSTRUCTIONS TO OFFERORS

Instructions to Offerors

A. Introduction

1. General

Offerors must respond to all questions and bids shall follow the sequence set forth by topic. All pages must be numbered. Heavy cumbersome binders are discouraged and brochures or bulky materials shall be submitted separately and delivered by courier. All bids must be submitted in hard copies. Request for delay will be viewed unfavorably and granted only in the event of substantial justification and applicable for all bidders. Attendance at the Pre Bid Conference - PBC is mandatory. The PBC will take place on **June 30, 2008 at UNDP Country Office at 15:00 hours**. Confidential information regarding the UNTPG Business will be provided at the PBC, and the bidders will sign a Non Disclosure Agreement (NDA) that the information provided will be kept confidential.

By accepting this RFP and all related documents bidders consent to and will abide by UNTPG's strict requirement for confidentiality of all non public information concerning this solicitation. All contacts/communications/discussions about this RFP will be exclusively with UNTPG's appointed contact person authorized to communicate for UNTPG for this solicitation. No contacts between bidders and staff personnel of the participants about the solicitation or any aspect of it are permitted unless specifically authorized by the point of contact appointed by the UNTPG. Violation of these conditions will subject the bidder to immediate disqualification.

2. Purpose of RFP

The purpose of the travel management tender is to obtain for UNTPG the most competitive, qualified and responsive high quality service along with marketplace pricing. Included in this objective is the assignment for our business of the most highly experienced personnel and management to assure UNTPG a best in class travel program representing cutting edge technology, processes, systems and technology for the benefit of our travelers. While the UNTPG reserves the right to an award to more than one TMC, the agreed purpose and priority is to select for the award a single TMC offering the UNTPG the best offer and commitments.



3. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNTPG will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

1. 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.

2. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNTPG entity in writing at the organisation's mailing address or fax number or email indicated in the RFP. The procuring UNTPG entity will respond in writing to any request for clarification of the Solicitation Documents that it receives.

Such clarifications may be submitted by email or by mail or fax prior to the pre bid conference and no later than July 04, 2008 after the pre bid conference. Responses will be provided to all such questions by July 15, 2008. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that received the Solicitation Documents.

3. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNTPG 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.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNTPG entity may, at its discretion, extend the deadline for the submission of Proposals.



C. Preparation of Proposals

1. 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 UNTPG entity **shall be written in the English language or in Portuguese language as long as accompanied by an English version**. Any printed literature furnished by the Offeror may be written in another language as long as accompanied by an English version of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall prevail.

2. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

3. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

- (a) Management plan

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.

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 should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNTPG entity.

- (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. All questions on resources and capabilities posed in the Terms of Reference (TOR) must be answered separately in response to the TOR. Bidders can also reference response to 8(b).



(c) Proposed methodology

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

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

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.

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.

4. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract. Pricing must comply with Annex V (Price Schedule) and the spread sheets attached as Annex V.A and be in the form instructed.

Fully loaded management fees will be the modality with all existing or future incentives or revenues from any source credited as received for the benefit of the UNTPG.

Bidders will offer fully loaded fee pricing for core services for all volume processed from an off site centralized center in the most cost efficient location. UNDTPG reserves the right to negotiate a hybrid arrangement for servicing in the final contract.

Please note that pricing will be based on minimum volume estimates with automatic fee reductions for increases in volume under the contract. Estimated annual minimum volumes for all members participating as UNTPG will be implemented beginning within ninety (90) days following date of final contract signatures with the exception of UNESCO volume which will implement not later than five months from such date.



Estimated volumes for this project for UNTPG may be subject increases in the range of \$15 million or more cumulatively on reasonable notice during the term of the contract.

5. Proposal currencies

All prices shall be quoted in BRL REAIS (in case of Brazilian firms) and/or USD (in case of foreign firms). For purpose of evaluation comparison, proposals shall be converted to common currency based on the official exchange rate of the Central Bank of Brazil effective as of the commercial proposal opening date.

Contract prices as finally agreed will be stated in BRL REAIS (in case of Brazilian firms). The same methodology will apply in the event of any amended or enhanced pricing showing prices in both currencies.

6. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNTPG entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNTPG entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNTPG 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.

7. 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. Hard copies must be delivered by courier on the due date.

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.



8. Payment

UNTPG shall effect payments to the Contractor after acceptance by UNTPG of the invoices submitted by the contractor, upon achievement of the corresponding milestones. The form of payment and terms are explained in the TOR and the successful contractor must accept full audit and “open books” for all aspects of the relationship with UNTPG.

D. Submission of Proposals

1. 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 –
PROGRAMA DAS NAÇÕES UNIDAS PARA O DESENVOLVIMENTO – PNUD
SQSW 103/104 LOTE 1, BLOCO D, SETOR SUDOESTE
BRASILIA/DF
CEP 70670-350

and,

- marked with –
“RFP 002/2008: TRAVEL MANAGEMENT SERVICE”

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

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

2. Deadline for submission of proposals

Proposals must be received by the procuring UNTPG entity at the address specified under clause *Sealing and marking of Proposals* no later than JULY 21, 2008 AT 15:00h.



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

3. Late Proposals

Any Proposal received by the procuring UNTPG entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

4. 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 UNTPG 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 *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

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.

E. Opening and Evaluation of Proposals

1. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNTPG entity.

2. 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.



3. 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. 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.

4. Mandatory Qualification Standards

Each prospective bidder must respond affirmatively to the following questions as fundamental to qualifications for participation. Any negative response will disqualify a bidder in which case the remainder of the bid documents will not apply and such bidder will be considered ineligible.

Please respond Yes or No to each of the following:

4.1 Bidding company certifies that for the last two years it has in Brazil average commercial air sales of minimum \$50MM per year, and that it currently services one or more commercial accounts in Brazil of minimum \$10MM in air sales	Yes____No____
4.2 Bidding company has been in the business of providing commercial travel services in Brazil reserving travel and issuing both domestic and international tickets for a minimum of 5 years prior to this RFP.	Yes____No____
4.3 Bidding company accepts contract provisions for open books and full audit yearly by UNTPG auditors or recognized third party public audit firms engaged by UNTPG. Such open books and full audit will	Yes____No____



pertain to and have access to all records and books concerning travel management services and relevant financial terms of the contract.	
4.4 Bidding company certifies that neither the company nor any of its officers have been found guilty of any criminal felony.	Yes____No____
4.5 Bidding company has not been suspended to provide services or operations for the Brazilian government or any commercial company for the last two years.	Yes____No____
UNTPG reserves the right to update by confirmation of negative responses to 21.4 at any time during the tender and in the event of any change from No to Yes for 21.4 will result in disqualification at the sole discretion of UNTPG.	
4.6 Bidding company certifies that is fully licensed under Brazilian requirements for travel agencies and that it holds IATA appointments as applicable.	Yes____No____
4.7 Bidding company certifies that is authorized by all carriers serving Brazil in domestic and/or international transportation to take reservations for such carriers and to ticket travel under published and privately negotiated discounts where applicable for volume customers in the market.	Yes____No____

4.8 Tax-Legal Mandatory Qualification Requirements	
	4.8.1. Brazilian Bidders
	<p>Incorporation papers – certificate of sole proprietorship, company’s articles of organization or incorporation and bylaws – currently in force, duly filed with the relevant authority, indicating the Board [of executive officers] members in office.</p> <p>Clearance certificate referring to bankruptcy or reorganization proceedings issued by the offices of the Courts located in the area where the Bidder’s head office is situated, issued within a period of 60 days prior to the submission of the Bid.</p> <p>Statement of non-existence of employees under eighteen years of age working night hours or performing hazardous or health-threatening work; and of employees under sixteen, except in the condition of apprentices, from fourteen years of age.</p> <p>Proof of registration with the [Federal] Corporate Taxpayers’ Registry (CNPJ) of the Ministry of Finance.</p> <p>Proof of registration with the State and City Taxpayers’ Registry concerning the Bidder’s legal domicile or head office.</p>



	<p>Debt clearance certificate concerning federal taxes and contributions issued by the Brazilian Federal Revenue Service, valid on the date the Bid is submitted.</p> <p>Debt clearance certificate concerning state or the federal district taxes and contributions issued by the relevant authority, valid on the date the Bid is submitted.</p> <p>Debt clearance certificate concerning local [city] taxes and contributions issued by the relevant authority, valid on the date the Bid is submitted.</p> <p>Debt clearance certificate (CND) issued by the National Institute of Social Security (INSS), valid on the date the Bid is submitted.</p> <p>Certificate of good standing referring to the FGTS [Severance Pay Fund], issued by the federal savings bank <i>Caixa Econômica Federal</i> – CEF, valid on the date the Bid is submitted.</p> <p>The tax-legal qualification documents required in items “d” to “j” may be replaced by a Registration with the SICAF – Suppliers Unified Registration System, of the federal government. Submission of the documents required in items “a”, “b” and “c”, in full, is mandatory.</p>
	4.8.2. Foreign Bidders
	Foreign bidders must submit, whenever applicable, the documents issued in their country of origin and which are equivalent to those required under 4.8.1.
	4.9. Financial-Economic Qualification Requirements
	4.9.1. Brazilian Bidders
	<p>Certificates furnished by no less than two (2) banking institutions, evidencing the Bidder’s good financial standing, issued within twelve (12) months prior to the date the Bids are opened.</p> <p>Balance Sheet and Profits and Losses Statement referring to the latest balance sheet published or filed with the Commercial Registry, as required and submitted pursuant to law, evidencing Bidder’s good financial standing; such cannot be replaced by interim or provisional balance sheets.</p> <p>[Proof of] Capital duly paid up, or Net Assets corresponding to no less than R\$1,500,000 (one million, five hundred thousand Reals).</p> <p>Proof of Bidder’s financial capacity as shown in the most recently published Balance Sheet containing the values of the following ratios:</p>



	<p>i. ILC (Current Liquidity Ratio) greater than 1.00 (one), applying the formula below: $ILC = AC / PC$ where: AC = current assets PC = current liabilities</p> <p>ii. ILG (General Liquidity Ratio) greater than 1.00 (one), applying the formula below: $ILG = (AC + RLP) / (PC + ELP)$ where: AC = current assets PC = current liabilities RLP = long-term assets ELP = long-term liabilities</p> <p>iii. GS (Degree of Solvency) greater than 1.00 (one), applying the formula below: $GS = AT / (PC + ELP)$ where: AT = total assets PC = current liabilities ELP = long-term liabilities</p> <p>If, by applying one of the formulas stated in items “i”, “ii” and “iii” above, the result shows a ratio of 1.00 (one) or smaller, then the Bidder must evidence that it has Net Assets at the minimum level required, or Capital duly paid up corresponding to two (2) times the minimum Net Assets required. In the event the Bidder is a “<i>sociedade civil</i>” [type of company organized under the Brazilian Civil Code], then evidence of the company’s Net Assets at the same value will be acceptable.</p>
	4.9.2 Foreign Bidders
	Documentation from the country of origin equivalent to that which is required under item 4.9.1 meeting the same criteria established in such item.

5. Evaluation and comparison of proposals from qualified bidders

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1.000 points in the evaluation of the technical proposals.

The technical proposal evaluation procedure consists of: (i) responsiveness to the Term of Reference (TOR); and (ii) site visits and workout sessions.



In the Second Stage, the price proposal of all contractors, who have attained minimum or greater than 70% score in the technical evaluation, will be compared. The comparison will combine technical scores with fully loaded evaluated price per transaction.

70% will be assigned for technical and 30% for price offers. The fully loaded evaluated price per transaction considers offers for core and non core services and other benefits. For comparison purpose and depending on any the nature of the ancillary benefits offered, the price offered for the core services may be reduced up to a factor of 20%. See definition of core and not core services Annex III Section 2.

Stage 1 - Technical Evaluation Criteria

The evaluation will be carried out by a Committee of three (03) members, supported by a specialized international consultant. It is the responsibility of the Committee to assign the scoring according to the following:

Phases	Weight	SCORE
1 st – key elements written proposal	60%	600
2 nd – site visits and workout sessions	40%	400
TOTAL	100%	1000

[Phase 1] Evaluation of the key elements of the written technical proposal according to parameters defined in the table bellow. Table 1 Evaluation of Key Elements of technical written proposals

Section/Criteria	Points obtainable
RESOURCES	60.0
SERVICE	
Service Configuration	30.0
Service Personnel	60.0
Assumptions / Experience	
Staffing Plan/Back Up/Recruitment	
Training	
Evaluation/Incentives	
Rights in hiring/transfers	
Service Offering	90.0
Traditional Reservations	



<i>VIP Service/Hotels/Passport&Visa</i>	
<i>Fulfillment Services</i>	
<i>Customer Svc/Ticket Tracking</i>	
<i>Personal Travel</i>	
SERVICE TOTAL	180.0
ACCOUNT MANAGEMENT	
<i>Organizational Structure</i>	
<i>Qualifications</i>	
<i>Included Services</i>	
<i>Other Assistance</i>	
ACCOUNT MGMT TOTAL	120.0
TECHNOLOGY AND REPORTING	
<i>Reservations Technology</i>	120.0
<i>Reservations Technology</i>	
<i>Non-GDS systems</i>	
<i>Other Proposed Technology</i>	
<i>Online Booking Tools</i>	
<i>Profiles</i>	
<i>Telecommunications</i>	
<i>Information Management</i>	90.0
<i>Security Reports</i>	
<i>Standard Reports</i>	
<i>Pre-Trip Reports</i>	
<i>Online Reporting</i>	
<i>Customised & Ad Hoc Reports</i>	
<i>Savings Opportunity Analysis</i>	
TECHNOLOGY & REPORTING TOTAL	210.0
IMPLEMENTATION	30.0
TOTAL	600.00

NOTE: Raw scores are assigned on a scale of 0 to 10, and then weighted according to the weights specified above.

Scores:

0 => unresponsive



1-2 => poor
 3-5 => acceptable
 6-7 => good
 8-9 => excellent
 10 => best in

[Phase 2] Site visits and Workout Sessions. ONLY FOR THE BIDDERS THAT SCORED SUPERIORITY OF TECHNICAL OFFERS REPRESENTING 420 POINTS OR ABOVE ON THE STAGE 1.

Site Visits - Findings from the site visits shall be used to score based on technology, processes, personnel, management, training and facilities

Workout Sessions - Are conducted involving 2-3 hours or more for clarifications on the terms and conditions of the technical proposal. An agenda is provided and the sessions are time-managed. Scores will be based on organization, skill in demonstrating understanding of and responsiveness to UNTPG's requirements, industry vision and qualifications of personnel to do business with and for UNDTGP.

Site visits and work out sessions will be scored on the same range as technical proposals with the following weighting:

Site visits	20%	200 points
Workout Sessions	20%	200 points
Total		400 points

Stage 2 - Pricing evaluation. Only those bids achieving minimum scores of 700 overall will be considered for pricing review and opening of pricing envelopes: minimum score of 420 for technical proposals and score of 280 for site visit and work out sessions.

F. Award of Contract

1. Award criteria, award of contract

The procuring UNTPG 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 or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action



Prior to expiration of the period of proposal validity, the procuring UNTPG entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

It is anticipated that a single standard agreement, Annex II, will be signed by all participants and the agreement will attach all governing business and financial terms. Due to internal requirements, the World Bank may require signature on a comparable agreement in its own terms for legal procurement requirements unique to the Bank. Otherwise, the Bank's agreement will incorporate by reference all business and financial terms of Annex II when finalized.

2. 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.

3. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

4. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract. Proposal Security Form shall be in form of a bond or bank guaranteed payment of \$200,000 for failure to achieve implementation on schedule with required systems, personnel and technology and facilities required for the new business of the contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.



ANNEX II - STANDARD CONTRACT

**STANDARD CONTRACT
between**

THE UNITED NATIONS TRAVEL PURCHASING GROUP

and

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

For Exhibits, A, members of UNTPG, B Scope of Minimum Services, C, on sites, D, offset for rent, E Compensation and F, SLA and incentives.

THIS AGREEMENT is made this _____ day of _____, 2008 by and between the United Nations Travel Purchasing Group (hereafter **UNTPG**), composed of (list participants by official names) in Brazil and _____, a company organized under the laws of _____, and having its principal offices located at _____ (hereafter, the "Travel Management Company or **TMC**").

WITNESSETH

WHEREAS, UNTPG, seek a highly qualified, independent Travel Management Company to provide full and comprehensive travel management services to UNDP's Country Offices and has issued an Invitation to Bid (ITB) Request for Proposal ("RFP") dated _____;

WHEREAS, the TMC represents that it is a fully accredited travel agency member of IATA, that it is familiar with the requirements of UNTPG, and has responded to UNTPG's Request for Proposal (RFP) RFP by a Proposal ("TAP") dated _____, as amended by clarifications dated _____ and final offer dated _____;



WHEREAS, the TMC 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 UNTP and the other organizations of the UNTPG system, requesting services under this Agreement including projects for the Brazilian government now underway or initiated during this Agreement (a list of participating agencies to be provided to the TMC including all members of UNTPG but not inclusive of all projects which may be awarded by separate amendment from time to time) Appendix Exhibit A lists all UNTPG participants who are signatories to this Agreement.

"Authorized Representative" shall mean, any person designated by UNTPG in writing to request Travel Management Services.

"Country" shall mean, Brazil].

"Travel Authorization" shall mean, a UNTPG travel authorization form or such other document or form as, from time to time, may be authorized by UNTPG members in writing to the TMC for such use.

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

United Nations Travel Purchasing Group or "UNTPG" shall mean that group of travel purchasing agencies and entities acting in unison to select a preferred TMC and to contract with such a company for travel purchasing and travel management services.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1: Scope of the Agreement

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



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 UNTPG, or Associated Agencies. All such services shall be described in AppendixExhibit B hereto. Such services include those that are “core” as provided fully and without condition within the basic compensation paid to the TMC and also “non core” services to be provided for fixed fees as defined herein.

ARTICLE 2: Responsibilities of the TMCTravel Agent

2.1 Travel Management Services, as may be requested to and by UNDP or any of its Associated Agencies provided by the TMC shall include all Services listed and described in Exhibit E, Annex III to the Terms of Reference. Exhibit E is incorporated by reference herein. :

2.2 The qualifications and experience of any employees whom the contracting TMC may assign to perform the Services hereunder shall be the same, or better, as those specified in the TMC’s Proposal and any amendments. . TMC shall provide UNDP with the home address and telephone number of one key personnel among its employees to assist UNDP during emergencies outside of the normal business hours.

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

ARTICLE 3: Services by UNTPG DP

3.1 UNTPG members will submit to the TMC Travel Agent a Travel Authorization indicating the maximum entitlement (mode and class) permitted to Traveller for such travel. All Travel Authorizations shall be in writing, or electronic, signed by an Authorized Representative. UNTPG shall not be responsible for any Travel Management Services undertaken by the TMC without such Travel Authorization.

3.2 Where the TMC does not use its own premises or does not rent office space under a separate lease agreement, UNTPG members may provide suitable office space, in their office premises in accordance with the a separate agreement to be attached to the this Master Agreement specifying the terms of use, rent and other terms.

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ARTICLE 4: Compensation to the TMCTravel Agent



4.1 The TMC will receive compensation defined in Exhibit A to this Agreement. 4.2 UNTPG members shall be individually responsible for payment of airline ticket and associated expenses as may be expressly provided in the Travel Authorizations, together with any charges incurred for fees for services agreed and specified in Exhibit A hereto.

4.2 UNTPG members shall reimburse the TMC :

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

(b) However, the TMC shall reimburse UNTPG members 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 TMC presents evidence of valid rejection of any claim for such refund, UNTPG shall reimburse the TMC for all such rejected claims for which the TMC has reimbursed UNTPG members. No invoices shall be submitted to or in the name of UNTPG. .

4.3 Whenever the TMC ravel Agent has directly incurred or paid costs for authorized airline tickets issued outside the Country by affiliate agencies, UNTPG members, at their 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. TMC shall co-operate with UNTPG 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.

4.4 UNTPG members shall make payments to the TMC within sixty (60) days after the receipt and certification of the TMC's invoice, which shall be submitted only after completion of the Travel Management Services to which it relates and only if UNTPG members have certified that the Travel Management Services have been satisfactorily performed by the TMC and that the items on the invoice are undisputed. Form of payment terms may vary per UNTPG member for direct supplier charges and fees and costs owed to the TMC and these terms will be provided at the prebid conference to qualified bidders.

4.5 Payment for personal travel arrangements will be the exclusive responsibility of the person requesting reservations and will not obligate UNTPG in any way.

4.6 UNTPG has an unconditional right for bona fide dispute of invoices in which event UNTPG shall have the right to withhold payment of that part of the invoice under dispute, until the dispute is resolved or escalated to senior authority within UNTPG.

4.7 All commissions, overrides, or financial incentives or awards or benefits accruing to Contractor from suppliers on UNTPG volume of travel shall be credited within 30 days of receipt or paid to UNTPG as its members require.

ARTICLE 5: Finances and Accounts



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

5.2 All funds and refunds on tickets for travel not undertaken by UNTPGDP Travellers shall be credited to the account of UNTPG membersNDP, in the form of a credit to theirUNDP's accounts.

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

5.4 UNTPG membersDP reserves the right to withhold the refund of expenses or payment of fees due TMC should it be proven that the TMCravel Agent deliberately caused UNDTPG members P 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 TMCravel Agent shall also provide updated information on rates and travel schedules for specific itineraries as requested by UNDP in writing for budgeting purposes.

ARTICLE 6: Representation and Warranties

6.1 The TMC ravel 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 UNTPG membersDP in accordance with this Agreement and consistent with the Travel Authorization for the journey concerned and the policies of UNTPG members. Such lowest cost fare will reflect the most direct and economical routing. It shall include both GDS and non GDS inventories of suppliers

6.2 UNTPG members 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 TMCravel Agent has not obtained the bwest cost fare, the TMCravel Agent shall refund to UNDP the difference between the price paid by UNDP and the price of t the lowest cost fare, which was available. In the event that UNTPGDP notifies the TMCravel Agent that it considers excessive the number of times the



lowest fare has not been obtained by the TMCravel Agent, UNTPGDP shall have the right to immediately terminate this Agreement.

ARTICLE 7: General Provisions

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

7.2 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 UNTPG's RFP, which shall, in turn, prevail over the terms of the TMC's Proposal.

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

ARTICLE 8: 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 UNTPG 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.

ARTICLE 9: Other Changes in Conditions

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, UNTPG may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNTPG of the occurrence of any of the above events.

ARTICLE 10: Added Warranties

10.1 Contractor warrants - It is an entity duly incorporated, organized and validly existing under the laws of the place of its establishment with power to enter into this Agreement and to exercise its rights and perform its obligations in accordance with its terms;

10.2 As of the Effective Date, all corporate or other action required to authorize its execution of this Agreement will have been duly taken.



10.3 Its execution of this Agreement and the exercise of its rights and the performance of its obligations subject to and in accordance with the terms of this Agreement do not constitute and shall not result in any breach of any agreement to which it is a party.

10.4 All other warranties, whether express or implied by common law, statute or otherwise are excluded from this Agreement, to the fullest extent permitted by law.

ARTICLE 11: Entire Agreement

This Agreement together with the attached Attachments and Exhibits, sets forth the entire understanding of the parties and supersedes any and all prior oral and written understandings, quotations, communications, and agreements in regard to the matters discussed herein. This Agreement may be modified only by written instrument signed by an authorized representative of the relevant party.

ARTICLE 12: Disclaimers

12.1 CONTRACTOR acknowledges that UNTPG cannot and does not guarantee or commit to the accuracy or completeness of volume estimates or other information on UNTPG's travel provided prior to or during the Term of this Agreement and such estimates shall not be binding upon UNTPG. CONTRACTOR further acknowledge that while UNTPG's policy will require its employees to use CONTRACTOR for official reimbursable travel, individual travelers may use other agencies or deal directly with suppliers and such incidental or occasional use will not constitute a breach of this Agreement.

12.2 Except for (a) acts of negligence or misconduct by CONTRACTOR, its employees and officers, and/or (b) except for the acts of negligence or misconduct of subcontractors of CONTRACTOR on behalf of CONTRACTOR, and (c) except for the failure of CONTRACTOR to observe fully and proactively fulfill their duties in providing travel services to UNTPG and its travelers to warn proactively of known or foreseeable hazards before or during travel, CONTRACTOR shall not be responsible or liable for the services provided UNTPG and its travellers by direct travel suppliers or other third parties unrelated to CONTRACTOR. Except for the exceptions of the first sentence of this sub section, CONTRACTOR does not guarantee or ensure the services to be provided by any supplier, the financial position of suppliers or the reimbursement for any loss experienced as a result of the financial condition of suppliers.

ARTICLE 13: Term

This Agreement is effective from ----- (the "Effective Date"), and shall continue until _____ ("Initial Term"), a period of three years, with an option to UNTPG to extend for such number of month(s) as UNTPG may determine (but to be no less than three (3) months at any one time). UNTPG shall advise CONTRACTOR at least ninety (90) days prior to expiration that it



is extending the Agreement, for a specific number of months (to be no less than three (3) months at any one time). In the event UNTPG does not give notice of its intention to extend the Agreement or advises CONTRACTOR that it is not extending the Agreement, then the transitional services described in Section 5 below will apply upon expiration of the Agreement for such period as UNTPG may require. The right of UNTPG to transitional services upon expiration or termination of the Agreement is unconditional except that the agreed period for transitional services shall not exceed 120 days. Such transitional services also apply if required by UNTPG at the conclusion of any extension not renewed by UNTPG.

ARTICLE 14: Termination

14.1 If either party shall default in the performance of its material obligations specified in this Agreement, the non-defaulting party shall give written notice to the other party, specifying the nature of the default and, if such default is not remedied or substantial efforts are not made to remedy such default within thirty (30) days from date of such notice, then the non-defaulting party shall have the right, at its option, to terminate this Agreement upon written notice and subject to the transitional services terms below.

14.2 If a Local Agency ceases to be part of the CONTRACTOR network it shall nevertheless continue to provide Services and be compensated in accordance with the terms of this Agreement or the relevant Local Agreement as appropriate unless and until UNTPG requests otherwise by providing not less than thirty (30) days prior written notice to CONTRACTOR. In such circumstances, UNTPG will also have the option to terminate the Services provided by such Local Agency and to appoint the substitute Local Agency selected by CONTRACTOR and specifically approved by UNTPG. CONTRACTOR confirms and commits that its contracts with and /or relationships with local affiliates require them upon leaving the network to continue offering services under the terms of this Agreement to UNTPG if it requires such continuation, but subject to any adjustments negotiated between UNTPG and such local affiliates. UNTPG will also have the option upon rejecting CONTRACTOR's replacement agency to select its own Local Agency, in which case UNTPG will give notice of termination of the local services only and transitional services apply as described herein.

14.3 Notwithstanding anything set forth herein, either party may terminate this Agreement immediately by providing written notice to the other party in the event the other party becomes insolvent, makes an assignment for the benefit of creditors or ceases to do business or if any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding or other proceeding under any bankruptcy. Either party shall the right on sixty (60) days advance notice to terminate this Agreement for convenience. Transitional services will apply in the case of termination for cause or convenience.



ARTICLE 15: Transition Services

15.1 In the event this Agreement is terminated for any reason, or expires by its own terms, or in the event of partial termination or replacement described in Section 4 above, and a successor travel management company is selected by UNTPG, CONTRACTOR agrees to continue to provide all Services as defined herein for a reasonable period of time not to exceed one hundred and twenty (120) days after expiration or termination in order to complete a successful transfer of Services to the successor company ("the Transition Period"). The Transition Period shall commence as of the date of termination or expiration of the Agreement or partial termination or replacement, whichever occurs first, and shall extend thereafter for the time necessary to complete the transition with due dispatch; the Transition Period shall not exceed one hundred and twenty (120) days except with the express written agreement of the parties. At its option, UNTPG may request CONTRACTOR to discontinue Transition Period Services earlier than the full Transition Period if, in UNTPG's sole determination, the transition can be successfully completed to the new provider in a lesser amount of time, and in such circumstances, UNTPG shall provide CONTRACTOR reasonable notice. During the Transition Period, CONTRACTOR shall continue to provide all Services required under this Agreement and the financial and related fee provisions and SLA shall continue to apply. CONTRACTOR shall use reasonable commercial efforts to meet the service level standards set forth in the Agreement and SLA during the Transition Period.

15.2 CONTRACTOR shall use reasonable commercial efforts not to voluntarily reassign primary team employees during the Transition Period without consent from UNTPG to ensure an orderly and cost effective transition. Unless mutually agreed otherwise, CONTRACTOR shall provide notice of any proposed reassignment of the dedicated account manager in accordance with CONTRACTOR's Human Resources policies and procedures.

15.3 CONTRACTOR shall release staff who desire to stay with the UNTPG account from any restrictive employment agreements.

15.4 During and no later than the conclusion of the Transition Period, and subject to data protections requirements and UNTPG policies, CONTRACTOR shall return to UNTPG all data, materials, and programs (including software programs) proprietary to UNTPG or its Affiliates and/or to which UNTPG or its Affiliates has rights under license and all third-party data, materials, and programs (including software programs) where CONTRACTOR can assign to UNTPG transferable rights based upon the license agreement if UNTPG has paid for the data, materials or programs. CONTRACTOR shall also cooperate with UNTPG during the Transition Period for a mutually agreed upon scope and time frame to effect an orderly knowledge transfer regarding the Services, including but not limited to business processes, data and input formats, format specifications, and architectures. The foregoing shall not be applied to create any new obligation for CONTRACTOR to provide UNTPG with any data, materials, or programs (including software programs) that are proprietary to



CONTRACTOR. Upon expiration or termination of the Term or, if applicable, during the Transitional Services Period.

15.5 UNTPG shall allow CONTRACTOR or its designated agents, reasonable access during normal business hours to UNTPG's location(s) where airline and other third party owned equipment and other property (including ticket stock) has been installed or stored, as the case may be, pursuant to this Agreement, for the removal of such equipment and other property.

15.6 CONTRACTOR shall advise UNTPG in writing of the removal date at least fifteen days in advance. This requirement applies solely to property or equipment owned exclusively by CONTRACTOR or third parties retained by CONTRACTOR with the knowledge and consent of UNTPG in performing the Services.

15.7 Upon termination of Transitional Services, CONTRACTOR shall discontinue use of UNTPG's Confidential Information and shall, upon request, return or destroy, at UNTPG's option, all of such Confidential Information in CONTRACTOR's possession, subject to any legal obligations to retain such information.

15.8 Upon UNTPG's request and subject to data protection requirements and UNTPG's procedures including but not limited to effective consents as deemed required or appropriate by UNTPG during the Transitional Service period, CONTRACTOR shall electronically transfer or otherwise make available to UNTPG or its designated successor travel services company all Confidential Information at no cost to UNTPG; provided, however, if UNTPG requests that CONTRACTOR transfer or make available any UNTPG Data in a format not customarily maintained by CONTRACTOR, the Parties shall agree upon reasonable programming costs or other reasonable costs strictly incurred due to such request and UNTPG shall reimburse CONTRACTOR for such agreed costs.

15.9 CONTRACTOR shall also transfer to the new travel provider at no cost to UNTPG all historical data or relevant files containing travel booking and related information throughout the last thirteen (13) months of this Agreement and the Transition Period in the format they appear on CONTRACTOR's systems. CONTRACTOR agrees that unless agreed otherwise by UNTPG, CONTRACTOR shall not ticket Passenger Name Records (PNRs) for travel booked more than one month after the transition in which the successor provider commences service for UNTPG, including, but not limited to, UNTPG meeting and group travel. UNTPG shall pay any outstanding undisputed amounts owed under this Agreement within sixty (60) days of the date of the respective invoice from CONTRACTOR, in accordance with the payment terms of this Agreement. Termination of this Agreement shall not relieve or release either Party from any liabilities or obligations, which it has accrued prior to the date of such termination and each of the Parties shall maintain its rights and remedies hereunder and under applicable law.

15.10 In the event of the transfer of services to another provider for any reason, CONTRACTOR shall not charge UNTPG any special fees or costs for equipment de-



installation, lease commitments, employee severance or benefits packages, other costs associated with or related to such transfer, or management time in arranging and effecting orderly transfer of services.

ARTICLE 16: Intellectual property Rights

As between the parties, all intellectual property and other proprietary rights in all specifications, working methods, profile forms, templates, software, systems, applications, technology, (including, but not limited to all configuration, implementation, enhancement, customization and development work undertaken for UNTPG), databases, know-how, work product and other documents and material of any sort in any medium used, produced or provided by CONTRACTOR, its employees, agents or sub-contractors for the purposes of this Agreement (collectively, “CONTRACTOR Property”) shall belong to and vest in CONTRACTOR or its licensor(s) (as the case may be). However, UNTPG retains exclusive ownership interest in all its Data (as defined in Clause 17.2 below) and that Data pertaining to its travellers as a result of providing to CONTRACTOR.

ARTICLE 17: Data Privacy and Security Requirements

17.1 Definitions:

“Personal Data” means any information that can be used to identify, locate, or contact a UNTPG employee or agent, including, but not limited to: (a) first and last name; (b) home or other physical address; (d) telephone number; (c) email address or online identifier associated with an individual; (e) social security number or similar identifier; (f) employment, financial, or health information; or (g) any other information relating to an individual that is combined with any of the above.

“UNTPG Travel Data” means any data supplied by UNTPG’s travelers or UNTPG for or concerning official reimbursable travel by UNTPG travelers. UNTPG Travel Data includes any data, reports or management information processed or created by CONTRACTOR based on UNTPG Travel Data, including but not limited to pre and post trip exception reports, invoices, and any reporting showing specific detail or identification of individual UNTPG travellers for the purpose of travel management by UNTPG in applying its travel and expense policies and procedures and this Agreement. UNTPG Travel Data also includes aggregate reporting through consolidation and reporting and processing of aggregate travel data and information based on UNTPG Travel Data. Traveler profiles will be optional and not required by UNTPG or CONTRACTOR

“Data Security Breach” means: (a) the loss or misuse (by any means) of Personal Data and/or UNTPG Travel Data; (b) the inadvertent, unauthorized, and/or unlawful Processing, disclosure, access, alteration, corruption, transfer, or sale or rental, destruction, or use of



UNTPG Travel Data; or (c) any other act or omission that compromises the security, confidentiality, or integrity of such Data.

“Technical and Organizational Security Measures” means measures aimed at preventing a Data Security Breach, including but not limited to such breach resulting from or arising out of CONTRACTOR 's internal use, processing or other transmission of UNTPG Travel Data, whether between or among CONTRACTOR's subsidiaries and affiliate “UNTPG” means any UNTPG Chemical entity or affiliate on behalf of which CONTRACTOR collects process and/or stores Personal Data and/or UNTPG Travel Data.

17.2 CONTRACTOR and all its affiliates or subsidiaries involved in service to UNTPG and its travelers worldwide will comply with all data protection laws and applicable regulations in effect and/or amended in each country or geography where UNTPG requires services.

17.3 CONTRACTOR shall collect process and store any and all Personal Travel Data and UNTPG Travel Data strictly limited to and in accordance with this Agreement and applicable privacy and data protection laws. UNTPG hereby instructs CONTRACTOR and CONTRACTOR hereby agrees, to collect, process and store such Data as necessary to perform CONTRACTOR's obligations under this Agreement and for no other purpose. Subject to the requirements of this Section, this instruction shall operate as UNTPG's acknowledge and/or consent for all transfers required to perform services under this Agreement in satisfaction of all applicable laws. In no event shall this consent and/or acknowledgement be construed to include the acknowledgement and/or consent of UNTPG's individual traveler employees whose Personal Data are at issue.

17.4 CONTRACTOR shall not create or maintain data which are derivative of Personal Data or UNTPG Travel Data except for the purpose of performing its obligations under this Agreement. This prohibition includes creation of or use of such Data for marketing or promotional purposes exclusive of use of such data in the aggregate limited to benchmarking.

17.5 At any and all times during which CONTRACTOR is collecting, processing and/or storing Personal Travel Data and UNTPG Travel Data, CONTRACTOR shall:

17.5.1 Have in place appropriate and reasonable Technical and Organizational Security Measures (consistent with the type of UNTPG Personal Data and UNTPG Travel Data being collected, processed and/or stored and the services being provided by CONTRACTOR and as determined by UNTPG in its sole discretion), which measures shall be furnished to UNTPG upon request, shall be subject to inspection and review by UNTPG, and shall include physical, electronic and procedural safeguards to protect such Data against any Data Security Breach;

17.5.2 Not, knowingly or willfully, place UNTPG in violation of any privacy or data protection law;



17.5.3 Notify UNTPG immediately (but in no event later than three (3) days from the date) of any Data Security Breach and, at CONTRACTOR's cost and expense, assist and cooperate with UNTPG concerning: (A) any disclosures to affected parties and (B) any other commercially reasonable remedial measures as requested by UNTPG or required under any privacy or data protection law;

17.5.4 Return or destroy (at the election of UNTPG), or cause or arrange for the return or destruction of, all Personal Data and UNTPG Travel Data subject to this Agreement, including all originals and copies of such Data in any medium and any materials derived from or incorporating such Data, (A) upon the expiration or earlier termination of this Agreement, or (B) when there is no longer any legitimate business need (as reasonably determined by CONTRACTOR solely in accordance with its compliance with law and applicable statutes of limitation) to retain such Data, whichever period is longer;

17.5.5 Not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, or any other person or entity acting on behalf of CONTRACTOR to collect, process and/or store Personal Data and UNTPG Travel Data unless such collection, processing and/or storage is in compliance with this Agreement;

17.5.6 Not disclose Personal Data and UNTPG Travel Data to any third party (including, but not limited to, CONTRACTOR's subsidiaries and affiliates and any person or entity acting on behalf of CONTRACTOR) unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out CONTRACTOR's obligations under this Agreement; and (B) CONTRACTOR shall remain responsible for any breach of the obligations set forth in this Agreement and any violation of any privacy or data protection law by such third party to the same extent as if CONTRACTOR caused such breach or violation. With respect to third-party subsidiaries and/or affiliates of CONTRACTOR that have access to Personal and UNTPG Travel Data, CONTRACTOR shall enter into agreements that provide at least the same level of protection as required by this Agreement;

17.5.7 Establish policies and procedures to provide all reasonable and prompt assistance to UNTPG in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of any personal data collected, processed and/or stored by CONTRACTOR;

17.5.8 If requested by UNTPG to enable compliance with privacy or data protection law CONTRACTOR will execute with non affiliated third party transferees including but not limited to Global Distribution Systems (GDSs) a version of a model contract deemed by the European Commission, on the basis of Article 26 (4) of Directive 95/46/EC, to offer sufficient data protection safeguards (as required by Article 26(2) of such Directive), in



relation to any transfer of Personal Data out of the European Economic Area (“EEA”), and

17.5.9 CONTRACTOR shall not transfer Personal Data or UNTPG Travel Data from any jurisdiction to any other jurisdiction (the EEA constituting a single jurisdiction for this purpose), except as consented to by UNTPG under this Agreement.

17.5.10 Upon UNTPG’s request, CONTRACTOR will provide evidence that it has established and maintains Technical and Organizational Security Measures governing the Processing of UNTPG Travel Data appropriate to the Processing and the nature of the Personal Data to be protected. UNTPG shall have the right to obtain from CONTRACTOR, and CONTRACTOR agrees to provide UNTPG with, copies of and/or information concerning CONTRACTOR’s information security protocols, including CONTRACTOR’s compliance with such security protocols, related to the Services. Such information shall include copies of any SAS 70 or other audits of CONTRACTOR’ privacy and security protocols performed by any third-party auditors of CONTRACTOR that have been made generally available to other clients, it being understood that CONTRACTOR may decide to provide such reports to UNTPG first in conjunction with a larger general distribution to its clients. CONTRACTOR shall make available to applicable regulatory authorities upon reasonable notice the internal records in CONTRACTOR’s possession and requested by applicable regulatory authorities in connection with UNTPG’s data privacy compliance.

17.5.11 Upon the termination of the provision of services, CONTRACTOR shall continue to maintain appropriate and reasonable Technical and Organizational Security Measures to prevent a Security Breach of Personal Data and UNTPG Travel Data that CONTRACTOR reasonably determines it must maintain in accordance with its compliance with law and applicable statutes of limitation. CONTRACTOR shall remain liable to UNTPG for any failure to maintain appropriate and reasonable Technical and Organizational Security Measures in accordance with this Agreement for so long as CONTRACTOR maintains such Personal Data.

17.5.12 CONTRACTOR asserts no proprietary interest over Personal Data or UNTPG travel Data under this Agreement including any resulting reports or management information summaries or reports concerning UNTPG travelers and UNTPG spending.

17.5.13 CONTRACTOR agrees not to impose costs or fees for any transfers of Personal Data and UNTPG Travel Data required under this Agreement, including but not limited to crisis management transfers to UNTPG’s security department and/or designated third party security firm, transfers necessitated by UNTPG’s selection of another CONTRACTOR provider, or any other transfers to suppliers or third parties, such transfers as reasonably required for UNTPG to manage its travel program. The



specifications and requirements for transfers for UNTPG's Crisis Management Program will be provided and updated as needed.

17.5.14 CONTRACTOR expressly commits it will at all times be in compliance with UNTPG's Information /Application Service Provider Policy as set forth as Appendix E to this Agreement. Upon reasonable request, CONTRACTOR shall allow UNTPG to insure that it is in compliance with the provisions and it will cooperate with UNTPG to bring itself in compliance should UNTPG find CONTRACTOR is not in compliance. Failure to comply with this sub section shall entitle UNTPG to terminate the Agreement on sixty (60) days written notice.

17.6 Obligations of UNTPG

17.6.1 UNTPG and all its affiliates or subsidiaries involved in receiving services for travelers worldwide will comply with all data protection laws and applicable regulations in effect and/or amended in each country or geography where UNTPG requires services.

17.6.2 UNTPG represents that to the extent required by law or regulation as interpreted by UNTPG, it has obtained, or will have obtained, from all persons who may or do utilize, or who are otherwise the subject of, any of the Services consents so as to enable CONTRACTOR to provide the Services and UNTPG to protect its traveler's safety and also exercise reasonable travel expense tracking and controls in regard to UNTPG official travel, including, but not limited, to the collection, processing and storage of Personal data and UNTPG data by CONTRACTOR and will thereafter maintain effective consents as required by local law or regulation for data protection. CONTRACTOR acknowledges it will and commits to active cooperation and collaboration with UNTPG to assure such consents, if deemed required by UNTPG, will be obtained and maintained up to date. The parties agree that CONTRACTOR will comply with the consents as advised by UNTPG and will follow UNTPG's instructions not to collect, process and/or store Personal Data for any traveler identified by UNTPG as having objected to the intended use of his or her Personal Data for the use specified.

ARTICLE 18: Confidential and Proprietary Travel Information

18.1 UNTPG confidential and proprietary information acknowledged by CONTRACTOR as exclusive to UNTPG is defined as all Personal Data and UNTPG Travel Data (as defined in Section 17) collected, processed and/or stored by CONTRACTOR or developed by it; including but not limited to employee lists, information contained in profiles and PNRs, employee files and databases, travel plans, credit card information, reports, specifications, management information and reports, and all related travel data concerning UNTPG's travellers and UNTPG travel which information is stored in computer systems or databases



maintained by CONTRACTOR and/or processed by CONTRACTOR in providing services required under this Agreement (hereafter "Confidential Information"). The obligations of this Section are in addition to those for Data Protection, Section 17.

18.2 Without limiting the foregoing, CONTRACTOR shall limit access to such information to employees (or the employees of assigned sub-contractor, or independent contractor or Suppliers) only on a "need to know" basis, i.e. only to the extent necessary to provide the Services.

18.3 Either upon learning of, or upon a showing by UNTPG of (i) any threatened or actual unauthorized use or disclosure of such Confidential Information by CONTRACTOR's or its Affiliates' employees, agents or subcontractors, or (ii) in the event of any loss of, or inability to account for, any such Confidential Information, CONTRACTOR and/or its Affiliates will notify UNTPG thereof as soon as practicable and will cooperate as reasonably requested by UNTPG to seek appropriate injunctive relief against the applicable employees, agents or subcontractors or otherwise to prevent or curtail such threatened or actual unauthorized use or disclosure, or to recover such information or materials.

18.4 Sale or release of Confidential Information to marketing firms, research organizations, or any outside party where not required to perform the Services under this Agreement and not authorized by UNTPG is strictly prohibited and cause for termination for cause by UNTPG, except where required to be disclosed by law or regulatory body. Use of UNTPG Confidential Information for internal research for marketing or promotional purposes is also strictly prohibited.

18.5 CONTRACTOR assumes full responsibility and liability for compliance with this Section on behalf of its Affiliates and subsidiaries. CONTRACTOR will not transfer to unaffiliated third parties Confidential Information except as required to perform the services under the Agreement and in any case will not make any such transfers if such third party lacks confidentiality protections, procedures and systems for such protection equal to the protections of this Section and Section 8.

ARTICLE 19: Exceptions to Obligations of Confidentiality

Information shall not be considered Confidential Information to the extent that such information is: (i) already rightfully known to the recipient free of any restriction at the time it is obtained from the discloser; (ii) subsequently rightfully learned from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of either Party; or (iv) is independently developed by CONTRACTOR without reference to any Confidential Information or, (v) disclosure is required by law, legal proceedings or regulatory authority with jurisdiction over the Parties Article.



ARTICLE 20: Indemnities

20.1 Each party shall defend, hold harmless, and indemnify the other and their respective successors, assigns, employees, officers, directors, agents, and employees from and against any liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, which the other party may suffer by reason of any claims, demands, actions, or suits arising from the other party's failure to comply with the terms of this Agreement or by reason of any negligent acts or willful misconduct of the parties, its agents, servants, or employees in connection with this Agreement. The provisions of this Section shall survive the termination of this Agreement.

20.2 Each party will notify the other party of each claim of which they have knowledge. The indemnifying party will defend against or settle the claim, and the indemnified party will provide the indemnifying party reasonable assistance and all information the indemnified party may have concerning the claim.

ARTICLE 21: FORCE MAJEURE

Each party will be excused from the performance of obligations under this Agreement and any loss thereof for any period and to the extent that they are prevented from performing, in whole or in part, as a result of delays caused by any act of God, civil disturbance, court order, acts of terrorism, or other cause beyond their reasonable control, and such non-performance will not be a default hereunder or grounds for termination provided that the affected party shall immediately upon the occurrence give written notice together with reasonably full details defining the specific nature of force majeure event or events to the other party and shall use its best commercial endeavors to remedy its inability to perform and resume full performance as soon as possible. In the event the affected party is prevented from performing any of its obligations for more than 20 days, the unaffected party may terminate this Agreement by written notice of termination at least 90 days and transitional service provisions herein will apply, where not prevented by the force majeure event.

ARTICLE 22: Notices DRAFT NOTE RENUMBER BELOW

22.1 Notices to UNTPG or CONTRACTOR hereunder shall be in writing and delivered personally or sent by certified mail, return receipt requested, or by overnight mail to the addresses set forth below or to such other persons or addresses as the parties may designate in a notice conforming with the requirements of this Section. Any such notices, when delivered in the manner aforesaid, shall be deemed given on the date of receipt.

22.2 If to CONTRACTOR:

Title
Address



22.3 If to UNTPG:

Title

Address

ARTICLE 23: Relationship of Parties

UNTPG and CONTRACTOR are independent contractors for purposes of this Agreement and shall not be deemed to have any other relationship, including without limitation, that of joint venturers, partners or joint employers. Neither shall be construed as the other's agent and neither is implicitly authorized to commit the other to any obligations to third parties except as may be otherwise expressly agreed or as may arise out of travel arrangements made in the ordinary course of CONTRACTOR providing services to UNTPG under this Agreement.

ARTICLE 24: Assignment

Neither party shall assign any of its rights or obligations under this Agreement or enter into any subcontracts hereunder without the prior written consent of the other party; provided however, that no such consent shall be required in the event of an assignment to a parent, subsidiary, affiliate, successor or surviving entity of CONTRACTOR and UNTPG. Subject to the foregoing, the provisions of this Agreement shall be binding upon the parties to this Agreement and their respective successors and assigns. Any attempted assignment in violation of this Section shall be of no force or effect.

ARTICLE 25: Liability

In no event will either party be liable to the other party for any loss of profits, special, indirect, exemplary, punitive, incidental or consequential loss or damages of any type, including but not limited to lost profits, opportunity, goodwill, third party claims, or loss/corruption of data, arising out of or in connection with this Agreement or the Services or in furtherance of the provisions or objectives of this Agreement, regardless of whether such damages are based on tort (including negligence), warranty, contract or any other legal theory, even if reasonably foreseeable if advised of the possibility of such damages. In the event of security and data breaches by CONTRACTOR, in addition to actual damages, CONTRACTOR will remain liable for all costs involved in data privacy breach notifications due to such mishandling.

minimum coverage terms.

Article 26: Use of Name or Logo

The contractor may not use the name of UNTPG or individual members' names or logos without advance justification and written permission.



ARTICLE 27: Severability

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

ARTICLE 28: Audit

CONTRACTOR and each Local Agency will maintain, and CONTRACTOR shall ensure that each Local Agency maintains, detailed records, books and accounts related to UNTPG's travel and the Services provided under this Agreement. Each Local Agency, whether owned by CONTRACTOR or its affiliates, will permit UNTPG's authorized agents or representatives, during normal business hours at UNTPG's expense, to inspect such documents, subject to confidentiality restrictions contained in third party agreements. UNTPG will provide at least thirty (30) days written notice in advance of any audit. The specific scope of the audit will be determined in advance by the relevant parties. Audit rights shall extend to the previous one year period under the Agreement. UNTPG and/or its authorized financial representative may be required to enter into a confidentiality agreement with the relevant Local Agency or CONTRACTOR (as appropriate) prior to conducting any audit. Any third party representative selected to perform such reviews on behalf of UNTPG may not have an ownership interest in or affiliation with a travel agency, agency related organization, or travel industry consultant.

ARTICLE 29: Compliance

CONTRACTOR and UNTPG agree to comply with all applicable laws, rules, regulations and orders in performance of its obligations under this Agreement. In addition, CONTRACTOR and the Local Agencies shall perform the Services to the highest ethical and professional standards.

ARTICLE 30: Headings

The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement

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

Dated:

ACCEPTED:
For UNTPG

ACCEPTED:
For TMC



ANNEX III - TERMS OF REFERENCE

UNITED NATIONS DEVELOPMENT PROGRAMME AND BRAZIL AGENCY PURCHASING PARTNERS (REFERRED TO AS “UN TRAVEL PURCHASING GROUP” OR “UNTPG”)

1. Purpose

Contracting of specialized travel management company to provide services encompassing booking, ticket issuance, scheduling and rescheduling, travel changes, confirmation, reconfirmation, domestic and international air travel itinerary booking and re-booking, assistance on the elaboration of domestic and individual travel plan routes, lowest cost pricing and faring for domestic and international air, land and sea travel tickets (including full access to all inventory and faring via non GDS and GDS channels), chartering of aircraft or automotive vehicle rentals with or without driver, hotel reservations in Brazil and abroad, shuttle service, follow-up on and support to passengers upon arrival and departure at the airports, proactive security, VIP services for top officials, management information reporting, and other correlated services to the UNTPG in Brazil. All participants in UNTPG manifest interest in making use of this bid tender, through a joint Agreement with the selected CONTRACTOR, pursuant to the Terms and Conditions established in these Terms of Reference.

UNTPG intends to select a single Contractor through this competitive process, but reserves the right to award business to one additional TMC if in the best interest of the group. UNTPG intends to mandate use of the selected contractor.

2. Scope

2.1 The **mandatory services** to be offered by CONTRACTOR shall comprehend, in addition to the services described above in Section 1 for reservation, issuance, booking and rebooking, travel changes, confirmation, reconfirmation and re-issuance of domestic and international air ticket itineraries, the following correlated services, without additional cost or fee to UNTPG with the exception only of non core services: Those services considered non core or subject of negotiated added pricing are denoted by *. CONTRACTORS are advised that including non core services in core pricing may be an issue of negotiations with the finalists. Core services must be included in fully loaded transaction fee pricing as described in the tender documents. Bidders are advised that if they can not or will not comply with all core services and the minimum services requirements and levels defined in the solicitation



documents, they must state justifiable rationale and offer reasonable and practical alternatives meeting the needs of UNTPG.

- a) Reservation and issuance of lowest available fares and rates for domestic and international air, land and sea tickets, considering the most direct and economical routes, respecting the dates and times indicated. CONTRACTOR must have the capabilities to search an offer such lowest pricing for tickets whether the source is within or outside any GDS used. Use of or search for web fare options will be governed by policy and procedures of individual UNTPG members. CONTRACTOR shall give priority to promotional fares (WEB), and only when there is an express Travel Authorization (TA) request, may a full fare (Economy Full Fare or Business Class) be issued.
- b) Assistance with the preparation of travel plans for domestic and international tickets with different alternatives for the user, defining flight frequency, best route and the lowest fare for the travel requested;
- c) Hotel reservations in Brazil and abroad with special UNTPG corporate rates where available for accommodations, meeting rooms, auditoriums, meal and beverage services, equipment and furniture rental.
- d) *Meeting Planning Services to include Air transportation, Hotel room block management, Ground transportation, Conference room rental; and other conference services.
- e) *Emergency assistance, indicating for such, telephone numbers of 24/7 centers including qualified professionals trained on UNTPG travel and needs. CONTRACTOR to provide "Toll Free" (800) numbers for service during emergencies and non-business hours, Saturdays, Sundays and holidays; Lowest fee competitive rates only should be bid for this and all other core services or products.
- f) *Service (24 hours) and logistics support to passengers upon arrival and departure in offices or service centers in the Brasília, São Paulo and Rio de Janeiro airports. Resolution of problems that occur with passengers and tickets, performance of early check-in, and follow-up on lost baggage and cargo claims. The CONTRACTOR shall provide the use of "VIP Lounges" at domestic and international airports, whenever requested by the UNTPG;
- g) Timely document delivery to the passengers in any part of the Brazilian territory or abroad. As from the UNTPG request, the issued tickets shall be delivered within the maximum term of 03 (three) hours in the City of Brasília or within 24 hours in



other localities. Upon express request of the traveler, the respective ticket may be made available for pick up at the TMC's office or counter at the originating airport.

h) Issuance and sending Electronic Tickets for the entire Brazilian territory and/or abroad and it is the responsibility of the company to inform the passenger of process and techniques for e tickets.

i) Reservation and rental of automotive vehicles, aircraft and vessels; this includes notification of insurance and options for paying for fuel

j) Information on changes in flight times, cancellations, airport operation status, vaccines and documentation necessary in order to travel;

2.2 Other related services that the company may be requested to provide:

a) *Support services for UNTPG conferences and events and other correlated services;

b) *Shuttle service for exclusive use of UNDTGP employees, for the routes Airport / Hotel / Airport;

c) *Travel Insurance. Contractor shall make available additional Travel Insurance at cost without mark up.

d) Support, guidance and assistance in obtaining consular visas. This includes advance notice of visa requirements per trip and limitations of issued visas on effectiveness due to expirations. *Obtaining visas by processing or having processed applications and approval by the embassy shall be non core at cost pass through fee.

e) Account management for UNTPG. See Exhibit D for specifications.

3. Reservation Systems

The CONTRACTOR must possess access to, at least, 1 (one) reservation systems (GDS: AMADEUS – GALILEO – SABRE– WORLDSPAN) and all counselors serving the UNDTGP need to be trained in this system. Any change in GDS requires justification and advance notice to and approval from UNTPG. CONTRACTOR will absorb any GDS surcharges imposed on CONTRACTOR for access to GDS content.

Bidders must address their current or future capability for multi GDS access via one CRT or other technological advances.



4. Requirements, services and general conditions:

4.1 At time of booking and prior to issuance of tickets, UNTPG and its project partners shall, with due regard to the minimum and maximum periods of stay in each location, make use of the routes and times included in the promotional fares, employing the most direct and economical routes.

4.2 Any and all reimbursement of unused tickets shall be subject to a credit as from UNTPG's request and shall be duly documented by CONTRACTOR in a specific report;

a) The reimbursement of the unused tickets shall be made within 30 (thirty) consecutive days from the date of formalization of the reimbursement request by the UNTPG;

b) In the event of reimbursement, **CONTRACTOR** shall reimburse **UNTPG** the amounts effectively paid, discounting possible fines and any discount awarded, while including airport and/or government taxes;

4.3 The tickets shall only be issued after receipt by CONTRACTOR of the document bearing authorization for such and shall faithfully follow the conditions for issuance and the route indicated therein. UNTPG shall not be liable for payment of tickets that are not issued in accordance with the above terms;

4.4 The issuance of tickets for other classes other than the economy promotional fares (WEB) or tourist fares or lowest available fares meeting UNTPG policy and traveler needs shall be contingent on prior and express authorization of UNTPG, and non-compliance with this condition shall be CONTRACTOR'S exclusive responsibility. It is hereby established that UNTPG retains the full right to refuse payment of any and all fares arising from issuance of the tickets that do not comply with this requirement. The successful CONTRACTOR shall describe all procedures and systems used to ensure that the lowest available rates are made available to UNTPG travelers and travel arrangers.

4.5 The provision of responsive services arising from changes in the passenger travel plans whether related to dates or times or even related to the carrier company shall be provided in a swift and flexible manner;

4.6 Advantageous or promotional offers, prices or promotions in respect to supply of travel tickets, hotel reservations and/or automotive vehicle rentals shall be made available, pursuant to the market rates in Brazil and abroad;

4.7* Assistance shall be provided at airports in special cases, when there is no flight confirmation in the conditions and times established in the travel ticket;



4.8* Travel tickets shall be delivered at any time, including at the airports, in situations characterized as emergency;

4.9 Direct service shall be provided to UNTPG in accordance with the demands of the UTPG by professionals trained and capable of providing the subject services of this bid tender, with knowledge (speak, read and write) of a foreign language (English, Portuguese and/or Spanish) and the service must be rendered both in English, Portuguese and Spanish. Said professionals shall have proven professional experience of, at least, 05 (five) years in the performance these services, assigned full-time to the Service Centers required by UNTPG, dedicated exclusively to telephone. The number of qualified staff and whether dedicated or non dedicated shall be decided by mutual consultation to assure optimal service levels but at reasonable and controlled costs within budgets. Use of on site or off site travel centers shall be a decision made by the UNTPG in consultation with the TMC or TMCs awarded the business.

5. Minimum infrastructure

Service and whose presence is necessary to the effective compliance with, among others, the activities of these Terms of Reference. Bidders offer adequate staff for the anticipated volume of business for UNTPG and to provide calculations substantiating that staffing, including dedicated exclusive and non dedicated staff for the operations proposed.

5.1 The Contractor declares to have facilities, technologies and processes which will provide superior best in class services. UNTPG reserves the right to inspect and approve the minimum infrastructure and systems and processes used for UNTPG whether the configuration or configuration is on site or off site. All counselors must have internet access at their workstations. Multi web site and channel search engine capabilities are required to assure lowest fares are checked and all non GDS sites reached. Additionally, at the minimum, CONTRACTORS shall utilize or provide the following:

5.1.1 Mid-Office Quality Control. CONTRACTOR shall utilize a mid-office quality control program to automate routine reservations procedures, constantly search for lower fares and better seat assignments and manage e-mail and invoicing procedures.

5.1.2 Pre and Post Trip reporting. CONTRACTOR shall manage data from all reservations processed. Information shall be available through a Web-enabled program and/or via e-mail. Agreed standardized reports shall be processed monthly, quarterly and annually.

5.1.3 Automated Access to Webfares. Automated programs that augment GDS searches with access to non-participating low-cost airlines shall be



considered an enhancement. If such products are not offered, CONTRACTOR shall present an acceptable plan to access such fares.

5.1.4 Traveler Security Tracking. At the minimum, the CONTRACTOR shall track and produce reports tracking travelers in the event of an emergency. Enhanced products that track and report on incidents shall be considered advantageous.

5.1.5 *Online Booking Tools. At the request of UNTPG CONTRACTOR shall provide information and access to preferred online booking tools and pricing. It is understood that selection of such tools will bear additional costs to be mutually agreed. It is also understood that the UNTPG may elect to contract directly for Online Booking Tools.

5.2 The expenses arising from infrastructure and provision of the aforesaid services, in addition to costs associated with the installation and maintenance of the facilities and equipment at UNTPG's facilities shall be the exclusive responsibility of CONTRACTOR and shall be taken into consideration upon the offering of discount fees in the Commercial Proposal. UNTPG reserves the right to conduct site inspections of existing facilities as part of this process.

6. Invoicing and Account Management

6.1 Invoices for supplier services such as air, hotel and car shall be submitted and issued in respect to the supply of products and provision of any services formally requested by UNTPG, in the form and content to be determined by UNTPG, accompanied by documentation proving the respective expenses in physical and electronic format (copies of tickets, travel authorizations, requests invoices).

6.2 Other services specifically including core fees for core TMC services and also fees or costs for non core services or products to be invoiced shall be submitted in physical document format, which shall include as supporting documentation, the detailed Service Order, Service Authorization and Invoice;

6.3 The invoicing of expenses shall occur within the maximum term of 30 (thirty) days after the provision of services; In the case of tickets, invoices must be received not later than - 30 (thirty) days after tickets are issued. float risks on not paying airlines and others on their billing cycles. Core and non core fee billing could be by month or quarter. Monthly better for TMCs but presents administrative costs to verify earlier than quarterly.

6.4 CONTRACTOR shall assist UNTPG with analysis and strategies for negotiations with local and international air carriers for percentage discounts off the face of tickets as "net" discounts exclusive of commissions and overrides with such discounts applicable for all



UNTPG official travel. These front end discounts shall be net of commissions and overrides unless that cannot be done by the carrier in which case all such revenues will be earmarked for credit back to the UNTPG as part of invoicing by the TMC.

6.5 In addition to the report requirements described above, a monthly report shall be issued and submitted, indexed in the form indicated by the United Nations Agency, identifying the relative savings on each ticket or service invoiced, the passenger name, the itinerary used, the amount of the fare charged for the ticket and the normal fare amount at the time of issuance. Cost savings will be measured against the lowest unrestricted fares available per route and carrier at time of booking.

a) This management report shall identify cumulatively, monthly and annually, the cost savings provided by CONTRACTOR and shall explicitly incorporate suggestions that can lead to greater savings in attendance to the travel needs demanded by the United Nations Agency. The bidder shall prove, by specific declaration, that it maintains an electronic system which allows for this requirement to be met, and the verification and approval of this application shall be conducted at UNTPG's discretion.

6.6 UNTPG request and at costs to be determined and shared, a third party audit firm may be selected by UNTPG to audit lowest fares and use of negotiated fares and hotel rates.

6.7 Bidders will submit an outline of account management services to include at least the following:

- Resume for proposed Account Manager (AM) or managers showing similar relevant experience. Final candidates to be interviewed and approved by UNTPG.
- Organization structure showing AM's reporting line.
- Level of authority
- Frequency of meetings with UNTPG
- Percentage of time to be dedicated; how this is accounted for and verified
- If non dedicated, number of other customers to be served by the UNTPG AM.
- Traveler and arranger training
- Core services for AM to include strategic and benchmark comparisons for airline, hotel and car deals
- Fees per day for additional service, if required, for a non dedicated AM
- Flexibility to include AM costs and fees in the transaction fees or as separate invoiced items.



7. Term and Value of Services

7.1 The agreement to be executed with the selected company shall be effective for three years and may be renewed upon agreement of the parties as to term and conditions.

7.2 The average maximum sales for air, hotel and car in respect to the services detailed herein, are reasonably and conservatively estimated as USD \$17,000,000.00 or BRL Reais 28,694,000 assuming a new contract for three years signed in the last quarter of 2008. It must be noted this is a conservative estimate and is the most accurate low side estimate the UNTPG can offer at this time. There could be additional volume for project travel for UNTPG members. In the case of the UNDP, that added volume over the three years of the contract could be in the range of \$15MM added volume cumulatively.

The successful TMC must have the resources and capability to ramp up service quickly as and if these added volumes occur and reasonable efforts will be made to keep the TMC apprised with advance notice of volume changes as they occur or before if known.

UNDP must have the right to add such projects at fees no higher than those negotiated for the contract for the group. Core fees will ramp down for added volumes as follows: assuming a base of \$15MM: per two consecutive quarters increases of 25-30% =X reduction, 30-40% increase=Y reduction, 45% and above=Z reduction. Please reflect these in completing the pricing template, Exhibit _A_ to Annex V.

UNTPG is willing to consider a pricing renegotiation in the event of a cumulative decline over one year of 25% or more in total volume compared to the estimate.

Total sales are estimated for the next two years based on actual sales for 2007 and UNTPG estimates. The value of the services to be contracted can be greater than or less than the amount reported in 2007 and UNTPG bears no responsibility if this volume is not achieved. CONTRACTOR acknowledges that while providing a reasonable estimate of volumes, UNTPG has no liability of any kind for actual results in volume changes or other estimated information provided in this tender.

7.3 The contractor shall be responsible for maintenance of the infrastructure proposed at contractor's facilities and if utilized, UNTPG's facilities and shall bear all costs inherent to the proper functioning of the service centers, either on site or off site. Where on site, the cost for rent and infrastructure usage shall be negotiated and added specifically to the final Agreement negotiated for UNTPG participants.



8. Performance Evaluation

8.1 CONTRACTOR shall have its services and rates evaluated by UNTPG monthly, through a management report, which must be submitted by CONTRACTOR (in accordance with item 6-e – Annex II);

8.2 CONTRACTOR shall execute the services in accordance with the highest standards of competence, professional integrity and ethics. In the event UNTPG considers unsatisfactory the professional performance of the employee designated by CONTRACTOR for execution of the services, CONTRACTOR shall be notified and shall promptly substitute said employee.

8.3 The agreement executed with the selected company shall be the object of systematic and periodic evaluation to be conducted by UNTPG and/or its project partners, which can be unilaterally and legally terminated by UNTPG with or without formal cause for breach upon formal communication thirty (30) days in advance, in the event the CONTRACTORS' performance in the provision of services is considered unsatisfactory or there is non-observance or non-compliance with any condition, rule or requirement established by UNTPG; In the event of termination by UNTPG under this section, contractor must agree to transitional services for orderly and timely transfer of business to a new provider. See Standard Agreement.

8.4 UNTPG shall strictly verify the services rendered, reserving the right to condition payment authorization based on the quality of the services rendered;

8.5 CONTRACTOR shall conduct a Customer Satisfaction Survey quarterly, delivering the results directly to UNTPG, assuring complete confidentiality of the information gathered and provided through said research. This will be part of the Service Level Agreement to be agreed

8.6 A Service Level Agreement will be developed and added to the contract for services and will have a financial impact on the fees paid to CONTRACTOR. Bidders are required to propose a service level agreement and incentive scale for superior or inferior service. UNTPG reserves the right to determine the metrics and whether it will or not accept an upward scale for performance. In pricing basic services, Bidders are expected to take their opportunity to earn more through incentives into consideration. UNTPG will favorably consider those bidders willing to risk their return on lower fees when expected service levels are not met with enhanced opportunities for added earnings for superior performance. UNTPG will also favorably consider bidders willing to commit a minimum set aside of positive incentives to dedicated staff.

8.7 Bidders will agree to or request modification of minimum contract terms attached to the RFP.



9. Adjustment of Prices/Discounts:

9.1 The prices for provision of the subject services of this bid shall be fixed and not increased during the contract.

9.2 UNTPG and CONTRACTOR agree that the CONTRACTOR operates essentially as an intermediary in representing direct travel suppliers in the provision of the services mentioned in Annex I – Terms of Reference.

10. Configuration

Current volumes, sales and transactions and operational configurations are described in Exhibit B. We request that each bidder offer two options: one that would deliver maximum service levels one for maximize service but at lowest costs regardless of location as long as located within Brazil.

Configuration proposal must identify location or locations of service facilities, technology products and systems to be used, square footage, facilities description, and personnel assigned by counselors, domestic and international, operations personnel and support staff for total head count, full time and/or part time, and also address back up resources for surges or unusual increases in needs during the contract.

11. Contract Parameters

11.1 UNTPG plans to negotiate a three year contract with a single vendor for the performance of travel services. The service standards to be provided must be of the highest order, and responses to specific questions concerning service elements will be weighted heavily.

11.2 UNTPG will incorporate the agency's proposal and amendments as an addendum to the contract.

11.3 Considering the UNTPG require a variety of services and financial commitments, we expect these to be included under one contract.

11.4 UNTPG recognizes the importance of confidentiality of the data provided, the proposal information and the travel itineraries and reservations of its travellers. Accordingly, the selected agency must keep confidential all dealings with UNTPG.



11.5 UNTPG upon award of the contract, expects to implement a travel programme with staggered implementation by unit, some as early as December and others possibly in 1Q09.

11.6 This Request for Proposal is not to be construed in any way as an offer to contract with the Agency.

11.7 Please note that UNTPG are not committed to selecting any of the agencies submitting proposals. Furthermore, as quality of services is the principal selection criterion, the UNTPG do not bind themselves in any way to selecting the agent offering the lowest price.

12. Evaluation Criteria

UNGTP will select the TMC demonstrating the best combination of high quality service, pricing and cost advantage for the group. Present and future technology, experience and resources to handle our business will also be carefully considered and evaluated.



Exhibit A to - Annex III – PARTICIPATING ORGANIZATIONS

See Exhibits B for detailed requirements

UNDP (UNDP, UNIFEM, UNODC, UNEP, UNDSS, POVERTY CENTER)

UNESCO - UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANISATION

THE WORLD BANK

FAO - UNITED NATIONS FOOD AND AGRICULTURE ORGANIZATION

PAHO - PAN AMERICAN HEALTH ORGANIZATION

WFP - UNITED NATIONS WORLD FOOD PROGRAMME

UNFPA - UNITED NATIONS POPULATION FUND

UNICEF - UNITED NATIONS CHILDREN'S FUND

Exhibit B-1 to - Annex III - UNDP

UNDP

Air Spend

		2007		2008	
		Amount in BRL	Number of tickets	Amount in BRL	Number of tickets
Tickets Issued					
	Domestic	539,204.00	1050	1,022,029.00	1498
	International	1,831,845.00	490	2,086,569.00	543
		2,371,049.00	1,540	3,108,598.00	2041
Refunded Tickets					
	Domestic	4,793.00	12	11,551.00	27
	International)	9,288.00	2	30,215.00	9
		14,081.00	14	41,766.00	36
Total Net of Refunded Tickets					
	Domestic	534,411.00	1038	1,010,478.00	1471
	International	1,822,557.00	488	2,056,354.00	534
		2,356,968.00	1526	3,066,832.00	2005

Top Airlines

2007			2006		
	BRL	Tickets		BRL	Tickets
TAM	526,895	578	TAM	791,078	834
AIR FRANCE	327,259	54	AIR FRANCE	358,876	596
SOUTH AFRICA	281,002	60	COPA	311,337	76
TAP	209,135	45	VARIG	274,388	177
GOL	204,803	453	AIR FRANCE	204,077	28

Hotel & Car Rental

	2007	2006
Hotel Spend in BRL	9,858.00	27,178.00
Number of Hotel Bookings	40	85
Car Rental Spend in BRL	12,830.00	4,120.00
Number of Car Rental Bookings	32	12

Current Service Configuration:

Location of Operation Brasilia

Offsite

Staffing: Managers and Supervisors/Team Leads shared. 2 dedicated Counselors.

For the new contract, conservative estimates of total gross and net air sales and tickets are as stated above

**Exhibit B-2 to - Annex III - UNESCO****UNESCO****AIR SPEND**

	2007		2006	
	Amount in BRL	Number of tickets	Amount in BRL	Number of tickets
Tickets Issued				
Domestic	19,859,784.84	25,904	29,461,247.09	31,698
International	2,086,042.34	670	2,904,600.50	866
	21,945,827.18	26,574	32,365,847.59	32,564
Refunded Tickets				
Domestic	860,607.55	1214	1,230,505.97	1441
International)	108,751.02	21	88,884.17	32
	969,358.57	1,235	1,319,390.14	1,473
Total Net of Refunded Tickets				
Domestic	18,999,177	24,690	28,230,741	30,257
International	1,977,291	649	2,815,716	834
	20,976,468	25,339	31,046,457	31,091

TOP AIRLINES

	2007		2006	
TAM	12,650,514.75	14,299	19,362,122.67	18384
GOL	6,730,700.03	9,863	6,630,562.84	8633
VRG	235,765.74	406	2,616,412.40	2486
ALL				
OTHERS	2,328,846.66	2006	3,756,749.68	3061

HOTEL & CAR BOOKINGS**Hotel Spend in BRL**

Number of Hotel Bookings

Car Rental Spend in BRL

Number of Car Rental Bookings

5,496,289.55	5,667,009.56
115,125	64,470
39,991.72	73,884.71
245	464

CURRENT SERVICE CONFIGURATION

Serviced off site at BSB with total of 30 total staff, 14 dedicated agents and one manager and 15 support and part time staff.



UNESCO conservatively estimates for the new contract the following volumes based on current and expected run rates: 6,000 tickets per year and volume of approximately BRL Reais 10,000,000. This is a reduction from 2006-2007 and at this time is a conservative estimate for the new contract.

Based on 2007, the new estimate assumes approximately 1560 ticket international and sales of BRL reais 1MM and 4440 tickets domestic and sales BRL Reais 9 MM.

**Exhibit B-3 to Annex III - THE WORLD BANK****THE WORLD BANK**

NOTE: Other amounts are in BRL – it would be better to be consistent and list these in Brazilian currency as well.

AIR SPEND

	2007			2006		
	Amount in USD	Equivalent in R\$	Number of tickets	Amount in USD	Equivalent in R\$	Number of tickets
Tickets Issued						
Domestic	1,005,258.00	1.749.148,92	1663	1,045,155.00	1.818.569,70	131
International	1,669,246.00	2.904.488,04	331	2,329,703.00	4.053.683,22	36
Refunded Tickets						
Domestic and International	Not Available	Not Available	120	Not Available	Not Available	16

TOP AIRLINES

	2007		2006	
	Amount in USD	Number of tickets	Amount in USD	Number of tickets
TAM	358,375.00	604	228,495.00	359
GOL	41,340.00	94	119,525.00	161
Varig	654,520.00	876	714,462.00	755

HOTEL & CAR SPEND

	2007	2006
Hotel Spend in Currency	96,370.00	93,275.00
Number of Hotel Bookings	264	174
Car Rental Spend in Currency	3,747.00	14,244.00
Number of Car Rental Bookings	7	32

CURRENT SERVICE CONFIGURATION

Location of Operation

Brasilia

NOTE: Need personnel dedicated to World Bank. Numbers below are total staffing.
CONFIRM CONFIGURATION ONSITE OR OFFSITE?

# Offsite Personnel	107
# Offsite Personnel Dedicated	35
# Onsite Personnel	87



Current Staffing

Managers	6
Supervisors / Team Leads	32
Senior Travel Counselors	133
Travel Counselors	141
Reservations Support Staff	32

For the new contract total sales and tickets are conservatively estimated at the levels shown above for 2007.

**Exhibit B-4 to Annex III - FAO****FAO**

Total annual air sales \$1.5MM

AIR SPEND

		2007	
Tickets Issued	Amount in USD	Equivalent in R\$	Number of tickets
Domestic			
International			
Refunded Tickets			
Domestic and International			

HOTEL & CAR SPEND

	2007
Hotel Spend in Currency	
Number of Hotel Bookings	
Car Rental Spend in Currency	
Number of Car Rental Bookings	

CURRENT SERVICE CONFIGURATION

Location of Operation

Brasilia

Current Staffing

Managers
Supervisors / Team Leads
Senior Travel Counselors
Travel Counselors
Reservations Support Staff

For the new contract total air sales are estimated at the above level. No further information available at this time.

**Exhibit B-5 to - Annex III - UNFPA****UNFPA**

Total annual air sales \$0.5MM

AIR SPEND

		2007	
Tickets Issued	Amount in USD	Equivalent in R\$	Number of tickets
Domestic			
International			
Refunded Tickets			
Domestic and International			

HOTEL & CAR SPEND

	2007
Hotel Spend in Currency	
Number of Hotel Bookings	
Car Rental Spend in Currency	
Number of Car Rental Bookings	

CURRENT SERVICE CONFIGURATION

Location of Operation

Brasilia

Current Staffing

Managers
Supervisors / Team Leads
Senior Travel Counselors
Travel Counselors
Reservations Support Staff

For the new contract, annual air sales are estimated at the level shown above for 2007. No further information available at this time.

**Exhibit B-6 to - Annex III - WHO****WHO**

Total annual air sales \$5MM

AIR SPEND

2007			
Tickets Issued	Amount in USD	Equivalent in R\$	Number of tickets
Domestic	2,569,241.95	4.470.481,00	5817
International	2,256,627.01	3.926.531,00	820
Refunded Tickets			
Domestic	218,208.62	379.683,00	415
International	54,551.72	94.920,00	88

HOTEL & CAR SPEND

	2007
Hotel Spend in Currency	
Number of Hotel Bookings	
Car Rental Spend in Currency	
Number of Car Rental Bookings	

CURRENT SERVICE CONFIGURATION

Location of Operation

Brasilia

Current Staffing

Managers
 Supervisors / Team Leads
 Senior Travel Counselors
 Travel Counselors
 Reservations Support Staff

For the new contract total annual air sales and tickets are estimated at the above levels for 2007.



Exhibit C to Annex III - TMC Profile

TMC Profile

1. General information. Please provide the following:

1.1 Annual report(s) or audited financial statements showing levels of business activity for past two years;

1.2 Ownership and mix locations; Describe specific ownership, and privately held or public.

1.3 A list of individuals by name and title who will be responsible for the servicing of UNTPG.

1.4 Your largest client company or organization in terms of air sales represented. The client's names is not required but identify the type of business and annual air sales.

1.5 Percentage of your volume that UNTPG sales would represent of total turnover projected for 2008.

1.6 If your response to 1.5 above equals or exceeds 50%, how would we be assured of that there would be no risk in undertaking volume/business of our size?

1.7 Memberships in consortia or joint ventures; provide the names and structure in Brazil and Latin America.

1.8 Number of and volume in turnover of lost clients in the past two years (2006-2007).

1.9 Number of RFP's being responded to currently that represent BRL 25-35MM or more in turnover at same time as this tender.

1.10 List total, and by category, all full time employees: counselors, supervisors, international counselors, account managers, operations managers and support staff.

1.11 List same information for part time employees and managers.

1.12 Describe any litigation in which you are engaged or were in 2007 and the outcome, same for regulatory proceedings.

2. Please indicate the full name of your company, the point of contact for this proposal and his/her email address, telephone number, fax number and postal address.



Company Name and Full Address Details	Contact Person & Designation

Proposer must be in the travel industry for a minimum of five years.

3 Sales Volume

Total sales turnover for Brazil for calendar years 2005 through 2007 representing air, hotel and car rental sales.

1. Show total by air, hotel and car separately and as a total.
2. Show commercial or corporate turnover separate from leisure sales.
3. Show sales described above for within Brasilia and separately for international.

Please complete the following grid.

	2005	2006	2007
Total commercial air sales			
Total international air sales			
Total domestic air sales			

4 Financial Stability

The UNTPG requires consistent profitability of operations over the last three years.

Please provide certified verification from recognized public accounting firm of such profitability after deduction of all operating expenses including salaries to officers and owners.

5 Personnel

The UNTPG requires that the Proposer currently have a minimum of 85 full time personnel, of which 45 or more are full time reservationists. The UN further requires an existing international rate desk with at least 1 full time international fare specialists with 3 or more years of experience with international faring. Each of assigned personnel must have a minimum of two continuous years commercial travel(

Please complete the following grid.



Category	Brazilia	Total in Brazil
Reservationists		
International Fare Specialists		
Management		
Other		
Total		

6 Technology

The UNTPG requires experience with use of a leading Global Distribution System (GDS) and mid-office quality control system for file finishing.

6.1 Please complete the following grid for your GDS systems.

GDS Type	Total in Brazil
1.	
Approximate Number in place	
% of Total	
2.	
Name	
Approximate Number in place	
% of Total	
3.	
Approximate Number in place	
% of Total	

6.2 Please name the mid-office quality control systems you use and who developed it.

Brief description of your mid-office quality control system

7 Reporting

The UNTPG requires online access to MI (Management Information) data. Please confirm whether you offer such capabilities.



If Yes, then briefly describe the MI data provided by your system.

8 Experience

The UN requires that TMS Proposers have experience in providing commercial travel services through one or more centres with staff of 15 or more travel counsellors.

8.1 Please complete the following grid showing only centres with 15 or more travel counsellors.

Category	Brazilia	Total in Brazil
Reservations centres		
On-Sites		

8.2 Please complete the following grid

Account	IAir Volume (USD)

How many accounts representing \$15MM or more in air sales have you won in the last three years?

How many of this size have you lost as incumbents in the last three years?

8.3 Please provide a list of minimum 5 references.

Reference 1	
Name of Organization	
Address	
Contact Person	
Phone Number & Email Address	



Reference 2	
Name of Organization	
Address	
Contact Person	
Phone Number & Email Address	
Reference 3	
Name of Organization	
Address	
Contact Person for RFP	
Phone Number & Email Address	
Reference 4	
Name of Organization	
Address	
Contact Person	
Phone Number & Email Address	
Reference 5	
Name of Organization	
Address	
Contact Person	
Phone Number & Email Address	

9 Additional Information to be provided by Bidders

9.1 Air Travel

A. Describe in detail your ability to secure the lowest available published and/or negotiated airfares regardless of where fares and inventory are stored

B. Considering the international scope of UNTPG business, describe in detail what your TMC has in place to obtain and control cost-effective international faring. Please provide a profile of the individuals responsible for international fare calculations. Do you operate specialized international faring desks or departments, please describe and what effect these have on your pricing.



- C. Will you guarantee the lowest fare within our policy guidelines? Will you fund the difference?
- D. Describe in detail your quality control procedures, from reservations to ticket delivery.
- E. Do you provide negotiated airfares? Please describe your system works with both domestic and international carriers.
- F. Can you assist in reconciling centrally billed air expenses? If so, how would this be accomplished? Are there added fees or costs and if so at what level?
- G. In time of emergency, do you have a 24-hour emergency toll-free number? If so, is it a third-party service or company-owned and -operated? Is it full service? How would you assist our international travellers? What process do you use to avoid the use of this service during normal work days for non emergency bookings?

9.2. Hotel and Car Rentals

- A. Do you have a corporate hotel programme? Please describe and provide examples. Is the programme exclusively yours, or are you a participant in a cooperative or third-party programs and which ones.
- B. Will you help in negotiating hotel rates both domestically and internationally? Please describe your capabilities.
- C. Explain in detail you hotel commission tracking programme.
- D. Do you provide written confirmations?
- E. How do you guarantee rooms? What do you do to minimize no-show charges?
- F. Are you able to provide a discounted Global Hotel Program through a Latin American and/or Global consortium?

9.3 Management Information

- A. Please provide and describe your management reports and include frequency of publication. Include standard reports and also “dashboard” summary reporting and provide examples.



B. In what medium can your management reports be provided? Can we access information directly on line?

C. What is your normal interval for delivering reports after the close of each reporting period?

9.4 Document Delivery. Please describe how you plan for document delivery based on UNTPG needs. Do you use local couriers or other services and what are the associated costs or fees.

9.5 Personnel

A. Provide an organizational chart showing responsibility for our account from local to top of senior management.

B. Provide resumes for the dedicated management for operations and account management.

C. Describe in general terms what your travel counselor requirements are and how you would staff our service locations? We require a minimum of 2 years commercial travel experience for domestic counselors and 5 years for international counselors. Such minimum levels of experience to each of assigned personnel, not an average of all assigned. Also trainees are not permitted on UNTPG business.

D. What type of training do you provide? How often and where? Describe the staff and resources you have dedicated to training counselors for both local domestic and international business travel. How many personnel are dedicated to this and where are they located?

E. How will you ensure dissemination of the UNGTP travel policy throughout your network? How quickly can updates be made? Who is responsible?

F. Do you provide incentives for your people? How? Would you consider a set aside of SLA incentives exclusively for dedicated staff for our program and what % of the earn out would you allocate per year?

9.6 Special Services

A. Confidentiality is important. How do you maintain confidentiality?

B. How do you communicate pertinent information to travellers?



C. Do you provide personal travel services? Would there be any special discounts afforded to the employees of UNTPG? Can you differentiate between business and pleasure travel?

D. Indicate any special features, program, or services that would be beneficial to UNTPG and are any of these unique and not available through your competitors or available on more costly less efficient basis?

E. Do you enjoy any special airline relationships to assist on waivers, refunds upgrades, etc?

9.7 Group, Meeting, Conferences

A. Describe your capabilities for making arrangements for groups, meetings, and conferences.

B. Inasmuch as UNGTP have staff dedicated to meetings, how and what benefits can you add?

C. Do you charge for the service provided? Give a brief description of the pricing, and emphasize how your pricing structures are different from those of other TMCs.

D. Do you operate an international rate desk or desks for specialized assistance in creative international faring for lowest pricing and best routings for long haul travelers.?

9.8 International Locations and En Route Services. How will your agency assist UNGTP travelers away from home?

9.9 Implementation. Please provide a detailed implementation plan for the preferred service configuration, including training programs for travellers and arrangers. What procedure will you use for building and updating profiles? Is this a manual process or is it automated and what tools do you used. How long will this take to achieve this if you are the successful bidder? Also discuss procedures for updating profiles after implementation.

Will you provide an implementation bond to guarantee by individual metrics that implementation occurs properly and on time? Please indicate willingness to accept \$300,000 or more.



9.10 Financial Considerations. What cost reduction opportunities are available? Will you guarantee against an agreed baseline, cost reductions for operations that reduce our fees?

9.11 Additional Information

- A. State additional services and benefits that make your agency unique.
- B. State your management philosophy as it pertains to this account.
- C. Describe your overall quality effort beyond quality control.
- D. How often will you provide:
 - 1. Customer Service Meetings?
 - 2. Account reviews?
 - 3. Consulting Services? Where is the line drawn between account management and the use of more expensive consulting resources?
- E. What are you doing to attract and retain personnel? What is your turnover rate, and what are the approximate percentage break downs for the various reasons for leaving? What is your current absenteeism rate?
- F. Will you agree to provide immediate notice (as soon as legal) to UNGTP any sale, or major acquisition?
- G. Will you agree to fix all fees for core and non core for the term of the initial contract.
- H. Will you agree to 100% credit of all supplier incentives, commissions, overrides or any form of payment or soft dollar benefit as result of our sales back to UNTPG, along with audits to verify this to the extent no prohibited by specific supplier agreement.
- I. Please note mandatory requirement for open books and full audit of records pertaining to UNTPG.

9.12 Technology. Each bidder must respond “yes” or “no” to the following. Additional commentary may be provided.

Automatic QC for mid office

- A. Point of sale scripting
- B. Web site search engine or similar capability
- C. Internet access for all terminals serving our business
- D. Automatic call distribution (ACD) or similar for managing and reporting on telephone responsiveness



- E. Automated system/process for recording all incidents or complaints, resolution tracking and client reporting.
- F. Screen pops for access to traveler profiles on inbound calls.
- G. Direct connect to carrier fares and inventory outside the GDSs
- H. Automated profiles and updates plus off line profile storage systems
- I. Other special or unique technologies now available or to be available in 2008 for benefit of UNTPG



Exhibit D to Annex III

a) **RESPONSIBILITIES. The Account Management :**

CONTRACTOR shall provide experienced Account Managers, dedicated to the UNTPG businesses. UNTPG reserves the right to interview potential candidates and provide input regarding the selection of the Account Manager. The Account Managers shall provide support related to the provision of quality services, vendor negotiations, and provide current information concerning the marketplace. A Business Plan shall be developed and approved by UNTPG addressing goals and objectives to be achieved in the management of the travel program during the quarter. The Business Plan is to be renewed quarterly. The Account Managers are expected to respond to all inquiries within the business day and be available during normal business hours 5 days a week.

- i) In General. Advise and consult with UNTPG upon request, regarding all matters reasonably pertaining to business travel, including best practices as they emerge during the Term of this Agreement.
- ii) Business Plan. Work with UNTPG to design a Business Plan specific to UNTPG goals and objectives for the travel program. Revise and keep the plan current no less frequently than annually. Develop client-specific travel management and service objectives through an account business plan; implement action plans to achieve results and report progress to UNTPG.
- iii) Account Reviews. Review and provide quarterly evaluations of achievements against the business plan. Lead all account reviews and provide consultative input to the UNTPG, including presentation creation and delivery.
- iv) Monitoring Savings. Assist UNTPG with monitoring travel expenses, and establishing benchmarks for travel savings.
- v) New Products and Services. Advise UNTPG of new CONTRACTOR products and services and new third party products and services.
- vi) Travel Policy Support. If requested by UNTPG, assist in developing and refining UNTPG travel policy and assist in applying such policies.
- vii) Negotiations Support.
 - (i) Support the UNTPG's negotiated air, car and hotel contracts, as necessary, and maintain vendor relationships.
 - (ii) Facilitate and identify opportunities to improve performance against contractual terms including the measurement of market share performance.



- (iii) Coordinate activities with all UNTPG travel service providers to affect a global program.
 - (iv) Provide basic account management support for negotiations at no added fee or cost to UNTPG.
- viii) Online Reservations. Assist with selection and implementation of self booking tools, developing an on-line adoption plan that fits UNTPG's needs and budget goals.
- ix) Benchmarking. Provide benchmarking information and support for local, regional and global applications on airlines, hotels, and other suppliers as requested. Measure performance against UNTPG requirements and peer group performance, including benchmarking and trending analysis, design improvement projects to close performance shortfalls.
- x) Process Improvement. Manage and/or support various process improvement initiatives and other special projects designed to improve business effectiveness. Construct data analysis to support process reengineering efforts. Analyze UNTPG travel patterns and make recommendations for cost savings and productivity enhancements.
- xi) Financial Support. Manage all account finances, monthly and quarterly client reconciliations and income statements. Oversee negotiation of UNTPG Service Level Agreements; partnering with Operations to achieve service levels; and report progress to UNTPG and senior management.
- xii) Reporting. Deliver monthly reporting package, including program savings, and complete according to deadlines.
- xiii) Communications. Facilitate effective and constant communication within teams. Use expertise to facilitate the involvement of CONRACTOR specialized departments, operations, or management to achieve the goals of the client and introduce new technologies.
- xiv) UNTPG Functions. Conduct or participate in functions/activities (trade shows, seminars, conventions, etc.) as necessary to solidify relationships and improve client knowledge of CONRACTOR products and benefits.
- xv) Third Party Consultants. Account management shall proactively cooperate with third party consulting firms engaged by UNTPG.
- xvi) Implement negotiated discount programs at agent level.



- xvii) Monitor quarterly SLA results and trends and create/implement improvement action plans.
- xviii) Explore on line options and produce studies for UNTPG management supporting improved productivity from use of self booking.
- xix) Assist on Internet and travel portal solutions for travelers.
- xx) Under direct supervision of senior liaison officer for global coordination, work collaboratively in UNTPG's interest with all of UNTPG's global travel partners.
- xxi) Communicate CONRACTOR and industry changes in advance to UNTPG European travel manager and liaise for favorable impacts.
- xxii) Costs for travel, meals, etc. for account managers shall be part of CONRACTOR overhead and not billed to UNTPG unless otherwise agreed.
- xxiii) Other. Assume and perform other duties and responsibilities not specifically outlined herein, as requested. All of the above are included in non core fixed fees and not subject to added charges or fees.



Exhibit E to Annex III

Scope of Minimum Services and Minimum Standards

Note to Bidders: Each offer must indicate compliance with all minimum services within core pricing and if not agreed, the rationale for objecting and reasonable substitute wording or provisions.

1. SERVICES TO BE PROVIDED

a. The followings are the minimum Services to be provided by each Local Agency, where local business conditions allow. These services are to be provided by CONTRACTOR subject to Appendix D, Financial Terms and fixed for the term of the Agreement.

2. RESERVATIONS AND SERVICES. In rendering travel management reservations services for UNTPG, CONTRACTOR will:

In General. Place reservations with suppliers for all UNTPG authorized airline, rail and ferry transportation, hotel accommodations, rental vehicles, and travel related services. As requested by UNTPG, CONTRACTOR will also provide VIP services for designated travelers. Contractor can provide incidental private travel services for travel outside official travel but under no circumstances shall private travel delay, impede or frustrate timely and effective processing of official travel. Leisure and vacation travel should be referred to specialty resources at locations or centers for providing such services and costs or fees for those services shall not be assessed directly or indirectly to UNTPG. Contractor acknowledges that UNTPG do not guarantee any minimum level of private travel, or exclusivity in handling such private travel. Such disclaimer also applies to official travel.

(1) Contractor in Brazil shall also provide official travel services where requested for new staff, participants in meetings and for staff in other countries coming to Brazil.

(2) Counselors shall timely and accurately advise travelers of ticketing deadlines and other relevant information when reservations are made, to avoid cancellations of bookings. Contractor shall provide an information service to notify the UN System in Brazil and a traveller of such events as airport closings, cancelled or delayed flights, trains, buses voyages and strike situations as well as of local political or safety conditions which may affect travel to any particular destination

(3) Contractor shall provide all official travellers with last seat availability, advance seat assignments and advance boarding passes on all airlines used by UNTPG now and for the future.



(4) Policy Observed. Offer reservations at all times in accordance with the appropriate travel policy and travel guidelines provided by UNTPG, offering lowest fares and rates for the type and class of service requested and available in the market.

- (a) Counselors shall be trained to provide travelers proactively with low cost routings and fares and alternatives in the event requested reservations cannot be confirmed.
- (b) For all wait listed bookings, Contractor staff will keep the travelers apprised on the status of affected flights.
- (c) Contractor will be provided applicable policies and updates and will see all assigned staff are trained in the policies and comply in all cases with policies unless advised differently by UNTPG travel management personnel.

(5) Quality Assurance. CONTRACTOR shall provide automated quality control of all reservations made on behalf of UNTPG to ensure lowest usable fares and rates (in accordance with UNTPG's travel policy) are offered and clearly explained.

1. Contractor shall establish and operate to monitor on a regular and continual basis the quality of travel services provided. These procedures shall include automated QC and 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. The UNTPG in Brazil shall be notified of any deficiencies found and corrective action taken; such actions shall be included in the reports specified above. .

2. The UNTPG reserves the right to conduct the own quality control surveys among frequent travellers.

3. Contractor warrants that the personnel assigned to handle travel arrangements shall have a strong tariff experience and shall constantly be trained to be kept up to date.

(6) Lowest Fares and Rates. In the event CONTRACTOR fails to offer the lowest applicable fare in accordance with UNTPG's Travel Policy at the time of ticket issuance, and it is demonstrated that a legal lower fare was available at the same time of ticket issuance that met the requirements of the reservation request and was not offered by CONTRACTOR, CONTRACTOR shall refund " the difference" between the available fare and the ticketed fare to UNTPG.

(7) International Travel. For all locations, CONTRACTOR will make full use of techniques permissible within tariff regulations to minimize the cost of UNTPG international itineraries. Complex itineraries (as mutually agreed) will be sent to Contractor's International Rate Desks for faring.



(8) Assist in preparation and submission of Lost Ticket Applications (LTAs) and assist travelers in processing required forms for disputing charges on individual charge cards.

(9) Meeting, Group and Incentive Travel. Upon request, CONTRACTOR will assist in planning, arranging, and confirming meeting, group, and incentive air travel. In the event that UNTPG requires detailed meeting planning assistance for meetings involving ten or more attendees, and such assistance requires use of additional resources, the parties will mutually agree on any additional fees or costs required.

1. Contractor shall, upon request, facilitate the arrangement of conferences, meetings, seminars and training workshops.
2. Contractor shall identify suitable hotels or other establishments, request for proposals and quotations, negotiate rates and other terms and conditions and present the final offer for consideration and approval by the UN System in Brazil.
3. Contractor shall, if requested, assist in preparing for the meeting, including, but not limited to, ensuring that all the agreed upon conditions are being met by the hotel or the establishment where the meeting is to take place.
4. Contractor will ensure that any other services such as registration of participants, additional equipments, assistants, ancillary staff and transportation of participants will be satisfactorily provided.
5. It is understood that the Contractor will charge a fee for providing the services listed under the points 1-4 above.

(10) After Hours Reservations. Outside of normal business hours, and during holidays CONTRACTOR will provide a 24-Hour telephone number for UNTPG travellers. The fees as specified in Appendix D shall apply.

(11) En Route Assistance. Ensure that UNTPG may use all specialized international travel services provided by CONTRACTOR and its Local Agencies. On request, CONTRACTOR will provide assistance to UNTPG travellers through its international network of offices.

(12) Upgrades and seats. Assist UNTPG travellers in arranging and confirming seats including the use of automated clearance. Arranging airline upgrades when possible and as provided and obtained from the airlines.

(13) Assistance with visas. Advise travelers of visa requirements and health hazards. Assist in obtaining forms. Visa requirements and processing time will be advised with every international booking/destination at the time of booking/enquiry. Any processing



by third parties will be passed through at cost without a separate fee from CONTRACTOR.

(14) Hotel bookings. Contractor shall provide discounted hotel rates and also offer UNTPG hotel discounts to travelers within policies. Where a lower rate for the same room is available at the same property under the Contractor program, that rate will be offered and booked. Where available net discounts shall be used.

(15) Contractor shall provide travellers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for travel to certain countries or areas;

(16) Contractor shall indicate any special features, programmes, or services that would be beneficial to the UN System in Brazil and its travellers (e.g. visa processing, "Meet and Greet", Lost baggage follow-up, insurance, preferred seating arrangements,).

3. SERVICE CONFIGURATION

A. The parties will mutually agree on the service configuration to be used by CONTRACTOR.

B. Where requested by UNTPG, CONTRACTOR shall provide in-house services at UNTPG locations including the installation of Global Distribution System (GDS) reservation systems as required. CONTRACTOR shall observe all UNTPG's office rules and procedures while on UNTPG's premises. CONTRACTOR shall inform its employees of its obligations hereunder and shall require each of its employees performing in-house services for UNTPG hereunder to sign a Contractor Employee Agreement in triplicate, with an original delivered to each of CONTRACTOR, UNTPG and the CONTRACTOR employee prior to the employee's performance of such services.

C. UNTPG shall provide office space and furniture in such of its in-house service locations as may be agreed. UNTPG shall provide all utilities, telephone and internet, and the power lines for CONTRACTOR to operate its GDS reservation system. CONTRACTOR shall be responsible for all telephone and telefax charges, installation of GDS systems, provision of all office equipment and supplies necessary for its performance hereunder. At the termination of this Agreement, CONTRACTOR shall return all UNTPG property to UNTPG in as good a condition as when provided, ordinary wear and tear excepted. Where STP's are installed on UNTPG's premises, UNTPG accepts full responsibility for any and all tickets and ticket stock, including loss or theft, resulting from the errors, acts or omissions of UNTPG.

4. TECHNOLOGY



- a) CONTRACTOR shall utilize all required and latest travel technology to support a best in class global program. UNTPG will be assured most favored nations pricing and access to all CONTRACTOR technology enhancements or new technology as soon as it is available for major clients. Technology to be provided within core pricing includes but is not limited to:
 - i) Profile Management
 - ii) Mid Office Automated Quality Control.
 - iii) Pre and Post Trip Reporting to include data feeds for third party global consolidation.
 - iv) Traveler Tracking systems or processes to identify and locate travelers.
 - v) CONTRACTOR's Program Management Center (at UNTPG's request)
 - vi) ACD or VOIP as available.
 - 6.1. VOIP telephone technology including reporting for all call centers as soon as this technology is available for deployment.
- b) GDS
 - i) UNTPG and CONTRACTOR shall mutually agree on the primary GDS systems to be used in each country. CONTRACTOR shall not change the GDS system without prior notification and approval from UNTPG. CONTRACTOR shall provide minimum hardware upgrades at least once per year and software upgrades as soon as possible for each UNTPG location at which the GDS is used. CONTRACTOR shall use commercially reasonable best efforts to provide full access to all supplier content through the selected GDS, Access to non GDS content will be provided through software systems as a supplement to the GDS and without added charge to UNTPG for accessing such content.
 - ii) CONTRACTOR will use best efforts to provide UNTPG advance notice of GDS or other vendor pass through surcharges and work collaboratively to eliminate or minimize the negative cost impact of such charges on UNTPG.
 - iii) Quarterly, CONTRACTOR shall audit UNTPG negotiated airline and hotel rates programmed in the GDS to ensure that they are correct.
- c) Online Booking Tool
 - i) At UNTPG's request, CONTRACTOR shall provide UNTPG with access to online booking tools through third party vendors at favorable terms.
 - ii) UNTPG may elect to contract directly with online booking suppliers. In such instances, CONTRACTOR shall support the online tool selected by UNTPG.



iii) CONTRACTOR will provide UNTPG with five (5) days of support from an online adoption specialist at no cost for reimplementation to a new tool.

5. MANAGEMENT INFORMATION

1. Subject only to data protection requirements and data provisions of this Agreement, standard management reports available through CONTRACTOR's Reporting systems will be provided as mutually agreed upon at no added charge or fees. Bidders are expected to provide and offer at no added costs examples of both standardized and customized reports both for hard copies and on line including "dashboard" reporting.

2. Exception reporting will be provided using codes approved by UNTPG.

3. . A concise quarterly narrative (not more than one page) of the Contractor's activities, which shall be submitted within 15 calendar days after the end of the quarter. This report should identify problems, if any, and recommend solutions. Suggestions to enhance service should be included;

4. A quarterly summary (including year to date cumulative figures) of sales activity data, which shall be submitted within 15 days of the end of the quarter. This summary shall reflect all official sales activities with each airline based on ticket's value. This report should also show a detailed analysis of the number of trips, most frequent city-pairs, carries used, savings achieved from the carrier's lowest available fare. "Ticket refund" status reports are also required.

5. The successful bidder must show it has the capability and working effectively electronic reporting(preferably XML format) and electronic invoicing.

6. UNTPG requests capability for storing historical data on ticket sales and all activities related to this contract in archives of the TMC for 5 years, or at a minimum 3 years with hand off electronically on request at end of maximum storage period.

6. SUPPLIER DISCOUNT PROGRAMS

- a) CONTRACTOR will provide basic assistance as requested in support of UNTPG's efforts to negotiate direct discounts with airlines and all other travel suppliers used by UNTPG.
- b) CONTRACTOR Negotiated Fares and Rates. CONTRACTOR will provide UNTPG access to all negotiated discount fares and hotel rates available for other CONTRACTOR customers unless the travel supplier expressly restricts such discounts.



- c) UNTPG Hotel Program. UNTPG may elect to use a third party consulting service to negotiate the UNTPG hotel program. CONTRACTOR will provide assistance to UNTPG and/or any third party employed to support negotiations, including without limitation consulting firms owned or operated by CONTRACTOR's competitors.

7. PROGRAM MANAGEMENT

- a) ACCOUNT MANAGERS. CONTRACTOR will provide dedicated Account Managers to oversee UNTPG's relationship with CONTRACTOR.
- b) BACK UP. A back up contact for the Account Managers will be identified when the Account Manager is absent.
- c) RESPONSIBILITIES. The Account Management will:
 - i) In General. Advise and consult with UNTPG upon request, regarding all matters reasonably pertaining to business travel, including best practices as they emerge during the Term of this Agreement.
 - ii) Business Plan. Work with UNTPG to design a Business Plan specific to UNTPG goals and objectives for the travel program. Revise and keep the plan current no less frequently than annually. Develop client-specific travel management and service objectives through an account business plan; implement action plans to achieve results and report progress to UNTPG.
 - iii) Account Reviews. Review and provide quarterly evaluations of achievements against the business plan. Lead all account reviews and provide consultative input to the UNTPG, including presentation creation and delivery.
 - iv) Delivery of monthly and quarterly reporting and basic analysis.
 - v) Monitoring Savings. Assist UNTPG with monitoring travel expenses, and establishing benchmarks for travel savings.
 - vi) New Products and Services. Advise UNTPG of new CONTRACTOR products and services and new third party products and services.
 - vii) Travel Policy Support. If requested by UNTPG, assist in developing and refining UNTPG travel policy and assist in applying such policies.
 - viii) Negotiations Support.



- (i) Support the UNTPG's negotiated air, car and hotel contracts, as necessary, and maintain vendor relationships.
 - (ii) Facilitate and identify opportunities to improve performance against contractual terms including the measurement of market share performance.
 - (iii) Coordinate activities with all UNTPG travel service providers to affect a global program.
 - (iv) Provide basic account management support for negotiations at no added fee or cost to UNTPG.
- ix) Online Reservations. Assist with selection and implementation of self booking tools, developing an on-line adoption plan that fits UNTPG's needs and budget goals.
- x) Benchmarking. Provide benchmarking information and support for local, regional and global applications on airlines, hotels, and other suppliers as requested. Measure performance against UNTPG requirements and peer group performance, including benchmarking and trending analysis, design improvement projects to close performance shortfalls.
- xi) Process Improvement. Manage and/or support various process improvement initiatives and other special projects designed to improve business effectiveness. Construct data analysis to support process reengineering efforts. Analyze UNTPG travel patterns and make recommendations for cost savings and productivity enhancements.
- xii) Financial Support. Manage all account finances, monthly and quarterly client reconciliations and income statements. Oversee UNTPG Service Level Agreement; partnering with Operations to achieve service levels; and report progress to UNTPG and senior management.
- xiii) Reporting. Deliver monthly reporting package, including program savings, and complete according to deadlines.
- xiv) Communications. Facilitate effective and constant communication within teams. Use expertise to facilitate the involvement of CONTRACTOR specialized departments, operations, or management to achieve the goals of the client and introduce new technologies.
- xv) UNTPG Functions. Conduct or participate in functions/activities (trade shows, seminars, conventions, etc.) as necessary to solidify relationships
- xvi) Monitor quarterly SLA results and trends and create/implement improvement action plans.



xvii) Explore on line options and produce studies for UNTPG management supporting improved productivity from use of self booking.

xviii) Assist on Internet and travel portal solutions for travelers.

xix) Costs for travel, meals, etc. for account managers shall be part of CONTRACTOR overhead and not billed to UNTPG unless otherwise agreed.

(1) Other. Assume and perform other duties and responsibilities not specifically outlined herein, as requested.

8. PERSONNEL

A. CONTRACTOR will provide all necessary personnel to ensure delivery of all agreed Services, in accordance with this Agreement.

1. Consultant productivity will be monitored no less frequently than monthly, maintaining agreed productivity goals.
2. With advance notice to UNTPG, staffing will be adjusted as necessary.

(1) *Contractor* shall have in its current office all the necessary equipment and facilities, and shall employ a sufficient number of experienced and professionally trained travel experts and staff to handle minimum requirements of the UN System in Brazil.

(2) The following minimum personnel standards apply:

- Accredited IATA Travel Agent(s);
- Maintains a good track record in serving international organizations, embassies and multinational Corporations; list of corporate clients should be provided;
- Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae

B. CONTRACTOR will insure that personnel have a minimum of two years of experience providing corporate travel services. Managers must have at least 5 years experience in account or operations management unless agreed otherwise by UNTPG.

C. UNTPG will have the right to interview and make recommendations concerning key dedicated personnel.



D. UNTPG may at any time request that CONTRACTOR replace any CONTRACTOR Personnel dedicated to the UNTPG account by providing written notice to the CONTRACTOR Account Manager, which notice shall contain information supporting UNTPG's belief in good faith that such dedicated personnel are unsuitable for the task or has performed their tasks in an unsatisfactory manner and, upon its own investigation CONTRACTOR, in its reasonable opinion, concurs with UNTPG's findings. Upon receiving UNTPG's notice, CONTRACTOR will promptly investigate the request and rectify the situation in consultation with UNTPG. Any such rectification may include withdrawing the dedicated personnel in question as soon as practicable without affecting the level of service provided, and replacing the dedicated personnel at no additional cost to UNTPG.

9. MINIMUM SERVICE STANDARDS

A. Hours of Operation

1. Travel services shall be provided during mutually agreed upon hours of operation which conform to UNTPG's business needs.
2. Outside of normal office hours, emergency travel services shall be provided by means of a 24-hour, nationwide, toll-free telephone service, operating continuously 365 days per year to UNTPG travelers.

B. Phone & Email Responsiveness

1. Either an Average Speed of Answer (ASA) of between thirty (30) and forty (40) seconds or a Telephone Service Factor (TSF) of eighty/twenty (80/20) is to be maintained where automated measuring systems are available. Where not available, telephone service will be managed by survey questions and complaint tracking.
2. All voice messages and calls are to be returned within thirty (30) minutes to one (1) hour maximum.
3. Email requests are to be acknowledged within thirty (30) minutes. The provision of itinerary and fare will be dependent upon the complexity of the itinerary with a standard turn around of between 30 minutes and 1 hour and the maximum delay for the most complex travel to be within 24 hours.

C. Travel Policy

1. 100% reservations to be made in accordance with UNTPG's travel policies unless requested otherwise by UNTPG traveler or travel arranger, in which case the reservations will be documented according to the Exception Reporting Codes assigned by UNTPG.



2. The Lowest Logical airfare must be offered for all fares.

D. Travellers Profiles.

Passenger's profiles must hold details of all passengers' preferences and be kept up to date at all times to ensure no inaccurate or inactive profiles are held. CONTRACTOR will provide Portal for profile management at no added cost in all countries where it is or becomes available.

E. Quality Control

1. All reservations shall be submitted to CONTRACTOR's automated quality control technology.
2. One hundred percent (100%) all VIP bookings and all international flights shall be subjected to manual quality checks.
3. Random checks for all domestic bookings shall be conducted.
4. Any saving lost by higher fares will be logged a specific reason code for reporting and future analysis. The codes used will be those be specified by UNTPG.
5. A jointly agreed survey is to be issued at the minimum of bi-annually.
6. At least eighty-five percent (85%) of travellers will rate the service as good, very good, or excellent.

F. Document Delivery.

CONTRACTOR shall issue electronic tickets to UNTPG unless paper tickets are mutually agreed upon in advance by the Parties.

1) Tickets and final itineraries shall routinely be provided/delivered within 24 hours of receipt of authorization but not earlier than one or two days in advance of travel unless required otherwise. For tickets that need to be delivered in other countries to UN travellers on official travel. Contractor shall use other facilities to effect such deliveries. Contractor shall provide emergency ticket delivery, or prepaid tickets or otherwise, after hours or at a weekend, or at an appropriate airport or through one its offices or an affiliate.

G. Refunds



1. Upon receipt of the unused ticket, CONTRACTOR will void the ticket if permitted;
2. CONTRACTOR will maintain a refund log to action and monitor returned tickets.
3. The participating members of UNTPG shall be fully reimbursed at all times by the Contractor for partly or fully unused tickets and PTA, subject to applicable regulations. Refunds for all returned airline tickets for official travel shall be processed not later than five days from receipt of unused tickets or partly used. Unless instructed otherwise, Contractor will not use PTA, in view of the difficulties in obtaining refunds. If tickets are paid for by credit card, a Credit Card Refund Notice shall be processed by within three days of receipt.

H. Cost Centers.

CONTRACTOR is to record the UNTPG Cost Centers as designated by UNTPG at the time of ticketing.

I. Marketing & Communication

CONTRACTOR will advise UNTPG immediately upon receiving any communications considered relevant to UNTPG.

J. Review Meetings.

1. Review/SLA and Minimum performance meetings and overall Account reviews are to be held quarterly.
2. Review content will at least include: market updates/ financial review/ service review/ achievements/ next steps action plan.
3. Meeting minutes are to be prepared and circulated to both parties

K. Crisis Management

1. A report indicating concerned travellers in affected destinations/ incidents will be sent to UNTPG travel manager within 24 hours after incident occurred.
2. CONTRACTOR account managers will send emails to concerned travellers/ travel bookers immediately upon receipt of the completed report.
3. At no added cost , Contractor will cooperate and collaborate with any Crisis Management group employed by UNTPG. This includes data and PNR transfers as needed for security.

L. Disaster Recovery



1. A business Recovery Plan to is to be available and maintained at all times for use in the event of a disaster for all locations providing service to UNTPG.
2. The plan shall be updated no less frequently than quarterly.
3. A copy of the plan shall be provided to UNTPG at UNTPG's request.

M. Customer Service Procedures

1. All issues are to be responded to by the Customer Service Manager, Account Managers or other designated person within twenty-four (24) hours of receiving details of the problem.
2. Resolution is to be accomplished within 10 business days. If it cannot be resolved in this time frame because of circumstances outside of CONTRACTOR's control, a written explanation will be provided, copying the CONTRACTOR Executive Sponsor.

N. Unless not available, all assigned counselors shall have access to individual e mail accounts and the Internet.

O. Where available through ACD or VOIP, CONTRACTOR will provide regular monthly reports showing compliance with minimum telephone response, abandoned call rates, average hold time to abandon, and longest hold time and talk time.

P. 98.5% of all fares and rates offered must be lowest available consistent with UNTPG policies at time of booking, subject audit as requested by UNTPG. In the event that a third party audit produces results of less than 98%, the cost of the audit will be paid for by CONTRACTOR.

Q. In the event of failure to meet service standards, CONTRACTOR will propose within 72 hours or notice from UNTPG a detailed written corrective action plan with corrective action steps to begin immediately within one week of UNTPG request. Two consecutive quarters of failure to meet required standards will be cause for material breach of the Agreement.

R. Minimum Satisfaction. CONTRACTOR must achieve a minimum satisfaction rating of at least 3.25 or greater on a scale of 5. If the satisfaction rating is 3.25 or less, no SLA payment will apply .

S. CONTRACTOR Errors. On acknowledgement of Contractors' agent or management errors causing higher added cost or serious inconvenience to UNTPG



Travelers by the CONTRACTOR the transaction fee will not be charged, or if previously charged, refunded.

T. Contractor shall provide polite, responsive and efficient service at all times to fulfil the UN requirements. As a service objective, telephone calls should be answered promptly. When it is necessary to place calls on hold, they should not be kept on hold for more than a few minutes and call-back, when necessary, should be made within one hour.

U. Supplier Relations

1. Counselors assigned to UNTPG shall not favour any particular carrier when making reservations.
2. Contractor shall maintain excellent relations with all carriers for the benefit of the UN System in Brazil.
3. Contractor shall undertake to provide contacts between UNTPG and, *inter alia*, airports, airlines, hotels and car rental companies, and shall arrange for regular meetings between UNTPG and such entities for the benefit of UNTPG.

V. Contractor shall meet periodically with the UNTPG representatives to discuss issues of mutual concern, to review the Contractor's performance and to discuss improvements which the Contractor or the UN TPG in Brazil should make in order to achieve more effective travel management and greater savings. Contractor shall arrange meetings twice a year to discuss travel updates and other travel matters with the UNTPG. Contractor shall make UNTPG aware immediately of major industry changes, which have a broad impact on its travel policy or procedures.



ANNEX IV - PROPOSAL SUBMISSION FORM

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule 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 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



Exhibit A to Annex IV

**TRAVEL MANAGEMENT SERVICES
PROPOSAL FORMAT**

1.0 Introduction:

This section provides the **exact** format required for all proposals. Please submit each part separately in sealed envelopes:

Envelope 1 Technical Proposal

Envelope 2 Financial Proposal

Proposal which is not submitted in the required format will be rejected.

ENVELOPE 1 – TECHNICAL PROPOSAL

The Technical Proposal (Envelope 1) will be divided into three parts:

- a) Company Profile as responses to Questions attached to Annex III, Exhibit
- b) Response to all other Questions in the order listed as attached to Annex III, Exhibit.
- c) Specific proposal for providing service to the UN

PART - A. Specific Proposal for the UNTPG

In submitting the following management plans, Proposers should describe their overall approach to contract management by providing separate plans as specified below. Please limit responses to a maximum of five pages for each plan.

1.0 Program Management Plan

Include an organisation chart showing reporting lines within the dedicated operations and from the dedicated operation to your senior management as well as brief descriptions of the role of each individual in the UN program.

The UN will expect to interview the proposed operations and account managers prior to contract award.

Organization Chart – Management & Operations

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Job Description : Operations Manager

Job Description : Travel Counsellors

Job Description : Account Development Manager

Proposers should explain how they will coordinate services to multiple Organisations and guarantee responsiveness to travellers and Travel Section managers at each UN Organisation.

Proposed Methodology



2.0 Resource and Staffing Plan

Explain how you will identify, recruit and train a sufficient number of qualified supervisory, reservations, rate specialist and support staff for the UN Account.

Explain the above.

2.1 The plan should show the total number of staff proposed for the UN account and by job category.

Type of Staff	Number
Operations Manager	
Travel Counsellor	
International Rate Specialist	
Admin Staff	
Messenger/ Other	
Total	

2.2 Discuss metrics for determining when adjustments to staffing are appropriate.

Explain metrics to be used when adjusting Staffing

2.3 Describe any anticipated outsourcing (e.g., messenger service for passport and visa support), including the name and a description of subcontractor capabilities. The TMS Contractor will be responsible for ensuring that subcontractors meet all service requirements and standards and will accept liability for failures or conduct of subcontractors performing contract work for contractor..



Explain the above (if applicable)

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3.0 Training Plan

Proposers should describe the nature and duration of training offered for reservationists and other staff prior to the commencement of the contract and on an ongoing basis. Include specifics on standard and customized training curricula.

Describe in detail the various trainings provided by the Proposer

--

4.0 Implementation Plan

All proposers must summarize their approach to implementing the UN account and include a detailed implementation plan with specific milestones as an attachment. Include a description of the roles and responsibilities of assigned individuals and the relevant experience of the team leaders. Prior to contract award, the UN will require a meeting with the implementation team. Implementation of the estimated volume for all participants excepting UNESCO volume should be planned to be completed by 1 october 2008 and for UNESCO, within 5 months or sooner from date from final contract signature.

Describe in detail the implementation plan

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5.0 Technology and Reporting Plan

Proposers should list and briefly describe all technology and reporting products proposed for the UN program.

Describe all technology and reporting products

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6.0 Performance Standards and Service Level Guarantees

The contracted travel agent shall perform its services and deliver its products in accordance with the herein prescribed minimum performance standards set by the UN agencies. Proposers are requested to complete this table with proposed service levels.

It should also be noted that the minimum service levels are within what is required for core services and fees for those services. An incentive based SLA may be negotiated for positive and negative payment above or below a “no impact zone” of minimum performance under the standards below and those in the RFP Annex III, Section 2, exhibit _E_.



ANNEX V - PRICE SCHEDULE

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response.

All prices/rates quoted must be exclusive of all taxes, since the UNTPG is exempt from taxes as detailed in Section II, Clause 18.

.Each offer must comply with the pricing template attached as Annex V.A and fill in all data requested and respond fully and clearly. The submission is critical to allow a comparability analysis of pricing offers. Failure to comply strictly with the template and instructions will be scored negatively on written submissions as well as disadvantage the bidder in financial evaluation.

All pricing must be submitted in local currency. TMCs must include all aspects of UNTPG's business requirements as stated in this RFP document in their Pricing Proposal(s). All TMC Pricing Proposals shall clearly define any of the requirements specified in this RFP that are not included.

UNTPG requires the successful CONTRACTOR to absorb all one-time start up expenses for implementation or re-implementation as part of the successful cost of conducting business. This includes hiring, recruiting and training of staff, use of implementation teams, and other related implementation tasks from day of selection through to the first day of successfully completed implementation.

The pricing template must include an itemized breakout of all products and services that carry an additional fee or cost. UNTPG requires the CONTRACTOR to pass through third party fees or costs without any mark up or surcharges.

UNTPG requires that all standard and override commissions, soft dollar tickets, and/or financial incentives of any type or description earned on UNTPG business be credited back to UNTPG members. CONTRACTORS are to include an estimate of revenues in the template.

In the space provided in the template, indicate any additional financial incentives you are prepared to offer:

- a) Signing Bonus
- b) Technology and Reporting Credits
- c) Consulting Credits
- d) Soft Dollar Tickets
- e) GDS revenue share
- e) Other incentives/monetary or financial benefits


Exhibit A to Annex V

Exhibit _A_ to Annex V - INSTRUCTION TO BIDDERS. COMPLETE "GREEN BOXES".

INSTRUCTION TO BIDDERS. COMPLETE "GREEN BOXES".

SALES	US\$	TRX
Gross Domestic Air Sales	17,790,000	
Net Domestic Air Sales	17,052,000	
Gross Domestic Transactions	15,600	
Net Domestic Transactions	14,975	
Gross International Air Sales	10,904,000	
Net International Air Sales	10,612,000	
Gross International Transactions	1,735	
Net International Transactions	1,665	
Revenue		
Base Air Commissions		
Overrides		
Hotel/Car Commission		
Other Revenue (Define)		
TOTAL REVENUE		BRL 0.00
Transaction Fees		
Domestic		BRL 0.00
International		BRL 0.00
TOTAL FEES		BRL 0.00
Total Due to/from UNDP		BRL 0.00

Additional Fees	Amount	Unit
Account Management		
Afterhours Emergency Service		
Airport Services		
Meeting Services		
Shuttle Services		
Travel Insurance		
Out of Schedule Ticket Delivery		
Others:		



Additional Incentives	Amount
Signing Bonus	
Technology and Reporting Credits	
Consulting Credits	
Soft Dollar Tickets	
GDS revenue share	
Other incentives/monetary or financial benefits:	
(List)	

Notes:

Volume and transaction counts are estimated based on best available information. See Exhibit B of the RFP for detail.

Bidders must use assumed total volumes in sales and tickets but can add caveats to their pricing offers.

All non-core services are to be provided here with the amount and unit charged.



ANNEX VI - PERFORMANCE SECURITY FORM

PERFORMANCE SECURITY FORM

To: UNTPG

WHEREAS [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. dated, to execute Services

(hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [10% of contract value], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, the sum of \$200,000 for failed and/or delayed implementation to cover the losses to UNTPG due to such failures and/or delays. guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity and its application shall depend on satisfactory implementation on a schedule to be set by UNTPG.

SIGNATURE AND SEAL OF THE GUARANTOR

Date

Name of Bank

Address



ANNEX VII - NON DISCLOSURE AGREEMENT

UNITED NATIONS DEVELOPMENT PROGRAMME AND BRAZIL AGENCY PURCHASING PARTNERS (REFERED TO AS “UN TRAVEL PURCHASING GROUP ” OR “UNTPG”

NON DISCLOSURE AGREEMENT FOR PARTICIPATION

Agreement for Confidentiality

UNTPG and (company name, address and code) hereby agree as follows:

In return for receipt of confidential information at the PBC related to the above solicitation, and participation in the PBC and latter participation in the tender process, (Company name) agrees on its behalf and its officers and all employees to observe strict confidentiality of all non public information provided during and after the PBC related to the business of UNTPG, including but not limited to sales and ticketing data, estimates and all and any business information provided to Company related to responding to the RFP issued by UNTPG. Company agrees that failure to observe this requirement of confidentiality will result in immediate termination of participation in the solicitation and any other legal remedies available to UNTPG.

The only exceptions to the agreed confidentiality of this Agreement are (a) information known by bidder independently prior to receipt of the RFP and PBC, (b) public information and/or (c) information required by court or legal authority to be disclosed for legal purposes.

By.

Company

Name
Title

Date:

By

UNTPG members
Name of organization
Name of representation
Title

Date:

SIGNATURE AND SEAL OF THE BIDDER

Date