

**REQUEST FOR PROPOSAL**

**Provision of Travel Management Services for UN agencies Rwanda on Long Term Agreement Basis**

RFP No.: **RFP/UNDP/RWA/2020/034**

Country: RWANDA

Issued on: 25 September 2020

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# Section 1. Letter of Invitation

**RFP/UNDP/RWA/2020/034 - Provision of Travel Management Services**

The United Nations Development Programme (UNDP) on behalf of UN agencies operating in Rwanda hereby invites you to submit a proposal to this request For Proposal (RFP) for the above-referenced subject. In order to conclude Long Term Agreements (LTAs) with the successful Proposers (up to 2 maximum) for a period of one (1) year with possibility to renew it thereafter for a maximum of two (2) additional years, subject to satisfactory contract performance.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Proposal Data Sheet:

 Section 1: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Proposal Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements and Technical Specifications

Section 6: Returnable Forms

* Form A: Proposal Submission Form
* Form B: Proposer Information Form
* Form C: Joint Venture/Consortium/Association Information Form
* Form D: Qualification Form
* Form E: Format of Technical Proposal
* Form F: Price Schedule

Your offer, comprising of a Technical and Financial Proposal, should be submitted in accordance with Section 2, through eTendering online system and no later than **19th October 2020, 12:00 AM Kigali TIme** on https://etendering.partneragencies.org

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on “Accept Invitation” button If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

Yours sincerely,

Approved by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Varsha Redkar-Palepu

 UNDP Resident Representative

Date: September 25, 2020

# Section 2. Instruction to proposers

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| --- |
| GENERAL PROVISIONS |
| Introduction | * 1. Proposers shall adhere to all the requirements of this RFP, including any amendments made in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d>
	2. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
	3. UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the proposers or publication of cancellation notice on UNDP website.
	4. As part of the proposal, it is desired that the Proposer registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org)). The Proposer may still submit a proposal even if not registered with the UNGM. However, if the Proposer is selected for contract award, the Proposer must register on the UNGM prior to contract signature.
 |
| Fraud & Corruption, Gifts and Hospitality | * 1. UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all proposers/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at <http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti>
	2. Proposers/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	3. In pursuance of this policy, UNDP:

(a) Shall reject a proposal if it determines that the selected proposer has engaged in any corrupt or fraudulent practices in competing for the contract in question;(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.* 1. All Proposers must adhere to the UN Supplier Code of Conduct, which may be found at <http://www.un.org/depts/ptd/pdf/conduct_english.pdf>
 |
| Eligibility | * 1. A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
	2. It is the Proposer’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
 |
| Conflict of Interests | * 1. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
	2. Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
	3. Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this RFP; or
	4. Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
	5. In the event of any uncertainty in the interpretation of a potential conflict of interest, Proposers must disclose to UNDP, and seek UNDP’s confirmation on whether or not such conflict exists.
	6. Similarly, the Proposers must disclose in their Proposal their knowledge of the following:
	7. If the owners, part-owners, officers, directors, controlling shareholders, of the proposalding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFP; and
	8. All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure to disclose such an information may result in the rejection of the Proposal or Proposals affected by the non-disclosure.* 1. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Proposers may result in the eventual rejection of the Proposal.
 |
| PREPARATION OF PROPOSALS |
| General Considerations | * 1. In preparing the Proposal, the Proposer is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
	2. The Proposer will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Proposer must notify the UNDP accordingly.
 |
| Cost of Preparation of Proposal | * 1. The Proposer shall bear all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
 |
| Language  | * 1. The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the BDS.
 |
| Documents Comprising the Proposal | * 1. The Proposal shall comprise of the following documents and related forms which details are provided in the BDS:
1. Documents Establishing the Eligibility and Qualifications of the Proposer;
2. Technical Proposal;
3. Price Schedule;
4. Proposal Security, if required by BDS;
5. Any attachments and/or appendices to the Proposal.
 |
| Documents Establishing the Eligibility and Qualifications of the Proposer | * 1. The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP’s satisfaction.
 |
| Technical Proposal Format and Content | * 1. The Proposer is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.
	2. Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Proposer’s request and expense, unless otherwise specified.
	3. When applicable and required as per Section 5, the Proposer shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Proposal as specified in the BDS.
	4. When applicable and required as per Section 5, the Proposer shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this RFP.
 |
| Price Schedule | * 1. The Price Schedule shall be prepared using the Form provided in Section 6 of the RFP and taking into consideration the requirements in the RFP.
	2. Any requirement described in the Technical Proposal but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
 |
| Proposal Security | * 1. A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Proposal.
	2. The Proposal Security shall be included along with the Proposal. If Proposal Security is required by the RFP but is not found in the Proposal, the offer shall be rejected.
	3. If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.
	4. In the event an electronic submission is allowed in the BDS, Proposers shall include a copy of the Proposal Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.
	5. The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any, or combination, of the following conditions:
		1. If the Proposer withdraws its offer during the period of the Proposal Validity specified in the BDS, or;
		2. In the event the successful Proposer fails:
		3. to sign the Contract after UNDP has issued an award; or
		4. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Proposer.
 |
| Currencies | * 1. All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:
1. UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
2. In the event that UNDP selects a Proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above.
 |
| Joint Venture, Consortium or Association | * 1. If the Proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
	2. After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
	3. The lead entity and the member entities of the JV, Consortium or Association shall aproposale by the provisions of Clause 9 herein in respect of submitting only one Proposal.
	4. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
	5. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
1. Those that were undertaken together by the JV, Consortium or Association; and
2. Those that were undertaken by the individual entities of the JV, Consortium or Association.
	1. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
	2. JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
 |
| Only One Proposal | * 1. The Proposer (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.
	2. Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:
	3. they have at least one controlling partner, director or shareholder in common; or
	4. any one of them receive or have received any direct or indirect subsidy from the other/s; or
	5. they have the same legal representative for purposes of this RFP; or
	6. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of another Proposer regarding this RFP process;
	7. they are subcontractors to each other’s Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or some key personnel proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
 |
| Proposal Validity Period | * 1. Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	2. During the Proposal validity period, the Proposer shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.
 |
| Extension of Proposal Validity Period | * 1. In exceptional circumstances, prior to the expiration of the Proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.
	2. If the Proposer agrees to extend the validity of its Proposal, it shall be done without any change to the original Proposal.
	3. The Proposer has the right to refuse to extend the validity of its Proposal, in which case, the Proposal shall not be further evaluated.
 |
| Clarification of Proposal (from the Proposers) | * 1. Proposers may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	2. UNDP will provide the responses to clarifications through the method specified in the BDS.
	3. UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.
 |
| Amendment of Proposals | * 1. At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.
	2. If the amendment is substantial, UNDP may extend the Deadline for submission of Proposal to give the Proposers reasonable time to incorporate the amendment into their Proposals.
 |
| Alternative Proposals | * 1. Unless otherwise specified in the BDS, alternative Proposals shall not be considered. If submission of alternative Proposal is allowed by BDS, a Proposer may submit an alternative Proposal, but only if it also submits a Proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Proposal.
	2. If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”
 |
| Pre-Proposal Conference | * 1. When appropriate, a pre-proposal conference will be conducted at the date, time and location specified in the BDS. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the Proposer’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Proposer’s Conference or issued/posted as an amendment to RFP.
 |
| SUBMISSION AND OPENING OF PROPOSALS |
| Submission  | * 1. The Proposer shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Proposal. Proposal can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
	2. The Proposal shall be signed by the Proposer or person(s) duly authorized to commit the Proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposalding entity, or a Power of Attorney, accompanying the Proposal.
	3. Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer fully accepts the UNDP General Contract Terms and Conditions.
 |
| Hard copy (manual) submission | * 1. Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:

a) The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.(b) The Technical Proposal and Price Schedule must be sealed and submitted together in an envelope, which shall:1. Bear the name of the Proposer;
2. Be addressed to UNDP as specified in the BDS; and
3. Bear a warning not to open before the time and date for Proposal opening as specified in the BDS.

If the envelope with the Proposal is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal. |
| Email and eTendering submissions | * 1. Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
1. Electronic files that form part of the Proposal must be in accordance with the format and requirements indicated in BDS;
2. Documents which are required to be in original form (e.g. Proposal Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.
	1. Detailed instructions on how to submit, modify or cancel a proposal in the eTendering system are provided in the eTendering system Proposer User Guide and Instructional videos available on this link: <http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>
 |
| Deadline for Submission of Proposals and Late Proposals | * 1. Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the proposal was received by UNDP
	2. UNDP shall not consider any Proposal that is received after the deadline for the submission of Proposals.
 |
| Withdrawal, Substitution, and Modification of Proposals | * 1. A Proposer may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.
	2. Manual and Email submissions: A proposer may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Proposals, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”
	3. eTendering: A Proposer may withdraw, substitute or modify its Proposal by Cancelling, Editing, and re-submitting the Proposal directly in the system. It is the responsibility of the Proposer to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in the Proposer User Guide and Instructional videos.
	4. Proposals requested to be withdrawn shall be returned unopened to the Proposers (only for manual submissions), except if the proposal is withdrawn after the proposal has been opened.
 |
| Proposal Opening  | * 1. UNDP will open the Proposal in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.
	2. The Proposers’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submissions, in which case, the Proposal shall be returned unopened to the Proposers.
	3. In the case of e-Tendering submission, proposers will receive an automatic notification once the Proposal is opened.
 |
| EVALUATION OF PROPOSALS |
| Confidentiality | * 1. Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.
	2. Any effort by a Proposer or anyone on behalf of the Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP’s decision, result in the rejection of its Proposal and may subsequently be subject to the application of prevailing UNDP’s vendor sanctions procedures.
 |
| Evaluation of Proposals | * 1. UNDP will conduct the evaluation solely on the basis of the Proposals received.
	2. Evaluation of Proposals shall be undertaken in the following steps:
	3. Preliminary Examination including Eligibility
	4. Arithmetical check and ranking of proposers who passed preliminary examination by price.
	5. Qualification assessment (if pre-qualification was not done)
	6. Evaluation of Technical Proposals
	7. Evaluation of prices

Detailed evaluation will be focussed on the 3 - 5 lowest priced proposals. Further higher priced proposals shall be added for evaluation if necessary |
| Preliminary Examination  | * 1. UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.
 |
| Evaluation of Eligibility and Qualification | * 1. Eligibility and Qualification of the Proposer will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	2. In general terms, vendors that meet the following criteria may be considered qualified:
	3. They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list;
	4. They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
	5. They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;
	6. They are able to comply fully with the UNDP General Terms and Conditions of Contract;
	7. They do not have a consistent history of court/arbitral award decisions against the Proposer; and
	8. They have a record of timely and satisfactory performance with their clients.
 |
| Evaluation of Technical Proposal and prices  | * 1. The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other RFP documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive proposers for a presentation related to their technical Proposals. The conditions for the presentation shall be provided in the proposal document where required.
 |
| Due diligence  | * 1. UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
	2. Verification of accuracy, correctness and authenticity of information provided by the Proposer;
	3. Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
	4. Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or with previous clients, or any other entity that may have done business with the Proposer;
	5. Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
	6. Physical inspection of the Proposer’s offices, branches or other places where business transpires, with or without notice to the Proposer;
	7. Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
 |
| Clarification of Proposals | * 1. To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, request any Proposer for a clarification of its Proposal.
	2. UNDP’s request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with the RFP.
	3. Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.
 |
| Responsiveness of Proposal | * 1. UNDP’s determination of a Proposal’s responsiveness will be based on the contents of the proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, specifications and other requirements of the RFP without material deviation, reservation, or omission.
	2. If a proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.
 |
| Nonconformities, Reparable Errors and Omissions | * 1. Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.
	2. UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.
	3. For the proposals that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
	1. If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.
 |
| AWARD OF CONTRACT |
| Right to Accept, Reject, Any or All Proposals | * 1. UNDP reserves the right to accept or reject any proposal, to render any or all of the proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP’s action. UNDP shall not be obliged to award the contract to the lowest priced offer.
 |
| Award Criteria | * 1. Prior to expiration of the period of Proposal validity, UNDP shall award the contract to the qualified and eligible Proposer that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
 |
| Debriefing | * 1. In the event that a Proposer is unsuccessful, the Proposer may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Proposer’s submission, in order to assist the Proposer in improving its future Proposals for UNDP procurement opportunities. The content of other Proposals and how they compare to the Proposer’s submission shall not be discussed.
 |
| Right to Vary Requirements at the Time of Award | * 1. At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
 |
| Contract Signature | * 1. Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Proposals.
 |
| Contract Type and General Terms and Conditions  | * 1. The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>
 |
| Performance Security | * 1. A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at

<https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.  |
| Bank Guarantee for Advanced Payment | * 1. Except when the interests of UNDP so require, it is UNDP’s standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Proposer shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

<https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default>  |
| Liquidated Damages | * 1. If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor’s delays or breach of its obligations as per Contract.
 |
| Payment Provisions | * 1. Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
 |
| Vendor Protest | * 1. UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html>
 |
| Other Provisions | * 1. In the event that the Proposer offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.
	2. UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.
	3. The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer>
 |

# Section 3. Proposal Data Sheet

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

|  |  |  |  |
| --- | --- | --- | --- |
| **BDS No.** | **Ref. to Section.2** | **Data** | **Specific Instructions / Requirements** |
| 1 | 7 | Language of the Proposal  | English |
| 2 |  | Submitting Proposals for Parts or sub-parts of the Schedule of Requirements (partial proposals) | Not Allowed |
| 3 | 20 | Alternative Proposals  | Shall not be considered |
| 4 | 21 | Pre-Proposal conference  | N/A |
| 5 | 16 | Proposal Validity Period | 120 days |
| 6  | 13 | Proposal Security  | Not Required |
| 7 | 41 | Advanced Payment upon signing of contract  | Not Allowed |
| 8 | 42 | Liquidated Damages | Will not be imposed |
| 9 | 40 | Performance Security | Not Required |
| 10 | 12 | Currency of Proposal  | United States Dollar |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | *Two days before the deadline*UNDP will endeavour to provide the above clarifications expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of a proposal. |
| 12 | 31 | Contact Details for submitting clarifications/questions  | E-mail address: procurement.rw@undp.org & nadine.umuhire@undp.org |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | Posted directly to eTenderingSupplemental Information will be uploaded to the system (Atlas-E-tendering System). Once uploaded, proposers who accepted Tender Invitation will be notified automatically by a system that changes have occurred. It is the responsibility of the proposers to view the respective changes and clarifications in the system. Note: The Subject Line Email Should read, “**RFP/UNDP/RWA/2020/034– Travel Management Services**” |
| 14 | 23 | Deadline for Submission  | ***19th October* 2020, 12:00 AM Kigali Time** Date and Time: As specified in the system (note that the time zone indicated in the system in New York Time zone).PLEASE NOTE:Date and time visible on the main screen of the event (on the E-Tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the proposal closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct proposal closing time is as indicated in the E-Tendering portal and system will not accept any proposal after that time. It is the responsibility of the proposer to make sure proposals are submitted within this deadline. UNDP will not accept any proposal that is not submitted directly to the system.Try to submit your proposal a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist. |
| 14 | 22 | Allowable Manner of Submitting Proposals | [x]  e-TenderingYour proposal, comprising of requested documents, should be submitted through the UNDP ATLAS E-tendering system. The step by step to be followed for proposal submission through the UNDP ATLAS E-tendering system is available in the instruction manual for the proposers, attached with this RFP as Annexes. The solicitation documents and the manual are also posted on the following websites:[https://www.rw.undp.org/content/rwanda/en/home/procurement.html/#announcements](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.rw.undp.org%2Fcontent%2Frwanda%2Fen%2Fhome%2Fprocurement.html%2F%23announcements&data=02%7C01%7Cnadine.umuhire%40undp.org%7C3e8ee600e20f4e05c84f08d84f19eb77%7Cb3e5db5e2944483799f57488ace54319%7C0%7C0%7C637346320023285625&sdata=Rl1Bf3ihNkDEbCYP9kpOzjY68nWV2JqbxxAsRnLr1Bc%3D&reserved=0)<http://procurement-notices.undp.org/> Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the proposal invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system. |
| 15 | 22 | Proposal Submission Address  | Shall be submitted through e-Tendering System: <https://etendering.partneragencies.org>  |
| 16 | 22 | Electronic submission (email or eTendering) requirements | Official Address for e-submission: <https://etendering.partneragencies.org> ☒ Format: PDF, Word, JPG files only☒ Max. File Size per transmission: [8 MB]☒ Max. No. of transmission: [not limited]☒ No. of copies to be transmitted: [one][☒ Virus Scanning Software to be Used prior to transmission.☒ Time Zone to be Recognized: Proposal closing date is according to New York Time Zone in E-Tendering System, so please convert it Kabul Time zone and submit your proposal accordingly |
| 17 | 25 | Date, time and venue for the opening of proposal | Proposers will receive an automatic notification once the proposals are opened. |
| 18 | 27,36 | Evaluation Method for the Award of the Long Term Agreement (LTA) | ☐ Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above) ☒ Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%☐ Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%. |
| 19 |  | Expected date for commencement of the LTA | *Immediately* |
| 20 |  | Maximum expected duration of the LTA  | The total expected duration of an LTA is three (3) years  |
| 21 | 35 | UNDP will award the LTA to: | Multiple Proposers: Up to LTAs with secondary competition |
| 22 |  | Configuration of the LTA | UNDP will contact LTA holders through emails to obtain prices for travel itineraries to ensure value for money. The Contractor should provide 1 to 3 alternate routes as requested by UNDP for most direct and economical routes, unless otherwise specified by UNDP. Subsequent Purchase Order (PO) will be issued for the tickets to the lowest priced proposer. |
| 23 | 39 | Type of Agreement  | Long Term Agreement (LTA)[[1]](#footnote-2)<http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 24 | 39 | UNDP Contract Terms and Conditions that will apply  | UNDP General Terms and Conditions for Contracts <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 25 |  | Other Information Related to the RFP | *N/A* |

#

# Section 4. Evaluation Criteria

**Preliminary Examination Criteria**

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

* Proposal Submission Form
* Proposal Price Schedule
* Minimum Proposal documents provided
* Proposal Validity

**Part 1: Minimum Eligibility and Qualification Criteria**

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

|  |  |  |
| --- | --- | --- |
| **Subject** | **Criteria** | **Document Submission requirement** |
| **ELIGIBILITY**  |  |  |
| **Certification** | Accredited International Air Transport Association (IATA) (mandatory) | Provision of IATAaccreditationand certification |
| **Legal Status** | Vendor is a legally registered entity. | Form B: Proposer Information Form  |
| **Eligibility** | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3.  | Form A: Proposal Submission Form |
| **Conflict of Interest** | No conflicts of interest in accordance with RFP clause 4.  | Form A: Proposal Submission Form |
| **Bankruptcy** | Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Proposal Submission Form |
| **Certificates and Licenses** | * Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if proposer is not a manufacturer
* Official appointment as local representative, if Proposer is submitting a Proposal on behalf of an entity located outside the country
* Patent Registration Certificates, if any of technologies submitted in the Proposal is patented by the Proposer
* Export/Import Licenses, if applicable
 | Form B: Proposer Information Form |
| **QUALIFICATION** |  |  |
| **History of Non-Performing Contracts[[2]](#footnote-3)**  | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |
| **Litigation History** | No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.  | Form D: Qualification Form |
| **Previous Experience** | Minimum 5 years of relevant experience. | Form D: Qualification Form |
| Minimum 3 contracts of similar nature and complexity implemented over the last 5 years. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form D: Qualification Form |
| **Financial Standing** | Minimum average annual turnover of USD 100,000 for the last 3 years. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form D: Qualification Form |
|  |  |
| Proposer must demonstrate the current soundness of its financial standing by providing Financial audit reports of the last three years and indicate its prospective long-term profitability. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form D: Qualification Form |
| **Technical Evaluation** | Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% | Form E: Technical Proposal Form |
| **Financial Evaluation** | Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the proposers in Form F.Price comparison shall be based on transaction fixed fee and airline discounts as per the information provided in Section 5. The transaction fee shall cover all profits, overheads, and all associated costs for the ticket; all discounts given to the Contractor by the airline carriers shall be passed on to UNDP. | Form F: Price Schedule Form |
|  |  |  |

**Section 5: TERM OF REFERENCE**

**Travel Management Services**

**1.0 Introduction:**

The United Nations wishes to solicit Proposals from Travel Agencies/Travel Management Companies capable of providing Travel Management Services, including air travel reservations, ticketing and related information reporting services to United Nations Organizations in Kigali, Rwanda. The agency (s) will support travel requirements for the UNDP, UNICEF, UNFPA, FAO, WFP, WHO, OHCHR, OCHA, ILO, UNCTAD, UN-HABITAT, IFAD, UNIDO, ITC, UNESCO, UNIFEM, UNHCR, ECA, ITU, UNCDF, UNEP, UNAIDS.

These organizations as a whole will be hereinafter referred to as “the UN organizations”, and individually as “each UN organization” or their own acronyms. The Travel Agencies/Travel Management Services Company will be hereinafter referred to as “the TMS Contractor”.

The Terms of Reference (TOR) describes the responsibilities to be undertaken by the successful contractor. The successful contractor (s) will sign Long Term Agreement (LTA) with UNDP on behalf of other UN Organizations but UN Organizations will manage payments and all services individually.

The TMS Contractor will perform the core activity of providing travel related services to United Nations staff. These are delineated under the Section below “Services related to Core TMS activities”. The Section entitled “Method of Operation” describes the fashion in which the UN wishes the TMS operator to provide the services. In addition, the Section entitled “Management Information Reporting” describes the UN’s requirements for the TMS contractor to provide all related reports. Finally, the last Section entitled “Other Terms” describes some other related contractual terms.

**PART I**

**Services Related To Core Travel Management Services (TMS) Activities**

1. **General Description:** The TMS Contractor shall provide all personnel, equipment, systems,materials, supervision, and other items and services necessary to perform comprehensive travel management services as defined herein at his own cost.
2. The TMS Contractor will comply with all aspects of the UN’s travel policy as defined in **Annex B** and as advised by each organization (each organization has variants of this policy) or as revised periodically by the UN organizations.
3. The TMS Contractor shall book all reservations for Official Travel at the lowest fares and rates that are consistent within the entitlement of the applicable travel policy including negotiated rates, with UN’s preferred suppliers.
4. The TMS Contractor will verify all itinerary data, class service and airfare amounts prior to releasing travel documents.
5. **Travel Reservations:** The TMS Contractor shall provide core travel reservations and ticketingservices for all official travel (and personal travel booked in conjunction with official travel if authorized) if required.
6. **Use of Lowest Fare:** The TMS Contractor will fare all itineraries in accordance with the UN travelpolicy using all carrier-approved fare construction principles, including one-way ticketing. All itineraries will be priced by the TMS Contractor’s own international rate specialists, in addition to carrier rate desks. Whenever possible, the TMS Contractor will offer the traveller lower-cost alternatives to specific itineraries requested using alternate airlines and/or routings in compliance with the UN policy. Each alternative will be itinerary-specific and include estimated savings available. The UN organizations reserve the right to require the use of specific airlines offering negotiated discounts to the UN. The TMS Contractor may be required to enter into Corporate Agreements with Airlines for discounted fares for the UN Organizations.
7. **Ticket Issuance**: The TMS Contractor will issue tickets either for pick up by Organization travellers’or their authorized representatives. Tickets and other travel documents will be available in accordance with the standards agreed to with the TMS Contractor, but no less than two (2) business days before date of departure. Under no circumstances will the TMS Contractor release a ticket to a traveller on official travel without a properly approved travel authorization (TA).
8. A copy of the itinerary is to be included in the final documentation. This itinerary shall include the name, phone number, rate, confirmation number and location of hotels booked by the TMS Contractor at each location as well as amounts of Personal Portions (that proportion of the travel undertaken by the traveller for which the organization bears no responsibility and which will be paid for directly by the traveller). The TMS Contractor shall, where applicable, provide all travellers with last seat availability, advance seat assignments, and advance boarding passes on all airlines for which the TMS can offer these services.
9. The TMS Contractor will notify travellers when documents are ready for pick-up.
10. **Voids and Refunds:** The TMS Contractor will void tickets where possible to avoid a charge to theUN Organizations. Where complete refunds are obtained, the TMS Contractor will process the refund within the reporting week received. The TMS Contractor will process partial refunds requiring fare calculation as expeditiously as possible and within 30 days of receipt.

1. **Unused Non-Refundable Tickets:** The TMS Contractor will provide the UN with a report showingall unused non-refundable tickets. The TMS Contractor will put information in traveller profiles regarding the value of unused non-refundable tickets and will adopt procedures to assist travellers in using the value of such tickets.
2. **Amenities:** The TMS Contractor will advise travellers’ of any carrier-provided amenities, includingbut not limited to limousine transfers or complimentary stop-overs paid by carrier (STPC) hotels.
3. **Travel Restrictions and Security Clearances:** The TMS Contractor will store and update monthlytravel advisory information.
4. **Excess Baggage:** The TMS Contractor will advise travellers’ of excess baggage rules and fees, whichmay vary with the country of origin.
5. **Insurance:** Provide information about insurance and baggage insurance, if requested.
6. **Emergency Support:** The TMS Contractor will conduct Passenger Name Record (PNR) searchesand traveller’s notifications as directed by the UN in cases of hijackings, coups, bombings, natural disasters, and other security-related incidents. The TMS Contractor shall render other specialized assistance as required by the UN in emergency situations. The TMS Contractor will provide additional assistance as requested by the UN in such situations and comply with all applicable restrictions and regulations imposed by the UN.
7. The TMS Contractor will have the capability to operate within 24 hours from an offsite location in case of an emergency.
8. The TMS Contractor will be able re-route calls to an alternate location staffed with cross-trained personnel.
9. The TMS Contractor will further provide afterhours contacts for key management personnel as mutually agreed.
10. **Travellers’ Profiles**: The TMS Contractor will create and update travellers’ profiles for frequenttravellers and verify the information with the traveller at the time each new booking is initiated.
11. **Budget Assistance:** The TMS Contractor will provide each UN organization with information toassist the UN in developing travel expense budgets by providing fare estimates and related impact analyses as per UN organization.
12. **Customer Satisfaction:** The TMS Contractor will provide customer satisfaction survey content forreview by the UN and develop lists of frequent travellers and otherwise cooperate with periodic satisfaction surveys conducted by the UN.
13. **Complaint Tracking and Resolution**: The TMS Contractor will respond to all complaints byinvestigating and explaining, in writing, their underlying cause. Final response to travellers will explain the causes of the problem and detail specific steps that have been taken or will be undertaken to prevent recurrence of the problem. The TMS Contractor will make a good faith effort to resolve disputes and misunderstandings in favour of the UN travel management and UN travellers. The copies of all complaints received and the TMS Contractor’s written responses should be provided to the designated travel manager of each UN Organization and/or at the request of that manager, held for review and summarized during quarterly performance reviews. The Organization may also request that the TMS contractor keep a log of all other service comments received from travellers and share that log with the UN. Reports must distinguish between TMS Contractor errors and other types of incidents.
14. **Assistance at Meetings**: Support of UN meetings held in United Nations facilities in regards toflight reservations and/ or change of reservations during the course of the meeting may be requested.
15. **Personal Travel:** Upon request by a staff member, the TMS Contractor may assist the UN’spersonnel and their dependents in arranging personal travel at the lowest applicable fares and rates or as otherwise requested, consistent with each traveller’s requirements. The UN is not to be involved in any way in personal travel arrangements. Collection of amounts due and any refunds for these personal travel legs are to be arranged directly between TMS Contractor and the UN’s personnel and collected prior to releasing the ticket. In the event personal travel is undertaken in conjunction with official travel, the TMS Contractor will clearly document the cost and routings of personal portions of combined trips on all itinerary/invoices, and provide

Management Information Systems (MIS) reports on such trips when requested by the UN. The TMS Contractor will ensure that arranging personal travel does not interfere with arranging official travel.

1. **Negotiation of Fares and Rates:** The UN negotiates on its own behalf for special air and hoteldiscounts and shall be free to negotiate such arrangements, including net rates, with all suppliers under this Contract and /or request the TMS contractor to negotiate on behalf of the UN. However, as an initial task, it is expected that the TMS Contractor, in collaboration with the UN Organizations, carries direct negotiation with some airlines based on travel volume of all UN agencies in Rwanda leading to the establishment of long-term airline agreements detailing special discounted UN rates, access to business lounges, upgrades, priority check-in, etc. Upon request of the UN, the TMS Contractor may be called upon by the UN to provide data or other assistance to support such negotiations including, but not limited to, evaluation of travel patterns to identify opportunities for improved discount negotiations; to assist the vendor contacts; and to provide special MIS reports. The TMS Contractor will administer fares and rates obtained through such direct UN negotiation. Under no circumstances will the TMS Contractor act on behalf of the UN in any contract negotiations without the UN’s expressed authority. In addition, the TMS Contractor should continuously provide assistance to support these long-term agreements through evaluation of travel patterns. The TMS Contractor would be looked at as the business consultant of the UN Account and as constantly identifying opportunities for improved discounts and benefits.

**Messenger services**

1. **Ticket Delivery:** The TMS Contractor will deliver tickets to travellers at their Offices, residencesor Kigali International Airport or Future Bugesera Airport.
2. **Airport Meet and Greet:** The UN arranges airport meet and greet assistance for eligible senior UNofficials/visitors at the Kigali International Airport. On occasions, the UN may request assistance with this.

**Operational Support**

1. **Clerical support – Visas:** Assist the Visa Unit in the UN Organization, in terms of the provision ofthe TMS Contractor supplied, suitably qualified clerk, with all travel documents including visa applications and passport renewals as and if directed/requested by each UN organization. The TMS Contractor will research and advise on document requirements based on the travellers’ nationality and destinations. Under the UN supervision, the TMS Contractor provided clerk will obtain all necessary travel documents, including visas and national passports required for travellers, unless a personal appearance is required to obtain such documents
2. **Clerical support – Travel**: Assist the UN Organizations in the form of the provision of onecontractor supplied, suitably qualified clerk, and any required messenger support for the Travel unit of the UN Organizations.



**PART II**

**Method of Operation**

1. **On-Site Office:** The TMS Contractor may be requested to operate an on-site office located inKigali at any UN Agency office, as agreed with the UN during the term of any ensuing Contract. Such facilities must be used exclusively for performance of services under the Contract. The office will be established and managed by the TMS Contractor and will be fully accredited and licensed.
2. **Use of UN Facilities:** The UN’s facilities are to be used exclusively for performance of servicesunder the Contract. Only TMS Contractor staff and management personnel providing services to the UN will be located on UN premises.
3. **Rent :** UN Agency that requires the TMS Contractor services to be in house will not charge anyrent.
4. **Condition of UN Controlled Space :** The UN expects the TMS Contractor to take all office space inan “as is” condition and return it in the same condition at the expiration of the contract ; and to be accountable for any damage considered in excess of fair wear and tear.
5. **Renovation:** The UN will consider proposals and suggestions for renovation during the term ofthe contract.
6. **Hours of Operation:** The TMS Contractor shall:
7. Provide full services at the on-site locations Monday to Friday between 0830 and 1800 hours. ( For only UN Agencies that require site locations)

1. Observe only holidays which are observed by the UN organizations in Rwanda as the UN shall notify its TMS Contractor annually;
2. Notify the UN of names and telephone numbers of the TMS Contractor’s personnel who are available during off business hours, on weekends and holidays to provide or assist with services if needed, for official and emergency travel;
3. **Technology and Telecommunications:** The TMS Contractor will provide all telecommunicationsand reservations technology as required to support all services under this Contract.
4. The TMS Contractor will produce and maintain complete telephone performance reports for each location and/or for the UN Account as a whole.
5. The TMS Contractor will support the UN initiatives to decrease the percentage of bookings made during face-to-face meetings and migrate toward a greater use of the telephone and other electronic means for planning travel. The TMS Contractor will assist in communicating the benefits of other methods of travel booking to travellers. The successful TMS Contractor shall and have the capability to serve travellers requesting in person reservations assistance either walk-in or by appointment as well as by telephone or by electronic methods such as e-mail or fax. It is understood that the UN cannot warrant the percentage of trips that will be processed through various means. The TMS Contractor should have contingency plans for handling changing volumes. The TMS Contractor will maintain records of transactions conducted in person, by telephone, by email and by fax and provide reports on trends in booking methods to the UN on request.
6. The TMS Contractor shall provide capabilities to produce cameras and passport photographs at the on-site location.
7. **Responsiveness to clients’ request:**
8. The TMS Contractor will acknowledge walk-in travellers within one (1) minute of arrival and estimate the maximum waiting time based on volume at the time. The TMS Contractor will provide assistance within the maximum time specified.
9. The TMS Contractor will answer at least eighty per cent of telephone calls within twenty seconds.
10. The TMS Contractor will accept reservations and requests for travel information through electronic mail. All travel counselors will have e-mail access. All e-mail requests will be responded to within two hours of receipt during normal business hours. Whatever the form of request, the overall turnaround time between the request and the proposed booking shall be as follows: 1) for requests before 12 p.m., a reply before close of business of the same day and 2) for requests after 12 p.m., a reply by 9 a.m. the following day.

**Payment for Official Travel**

1. **Invoices:** The contractor shall provide automated invoices for each UN organization, on a monthlybasis or as requested by the UN organizations.
2. **Refunds:** The TMS Contractor shall process any refunds due to the UN for unused or lost tickets,Miscellaneous Charge Orders (MCOs), unused PTAs (Prepaid Ticket Advice) and downgrades. The TMS Contractor will void and/or reissue tickets whenever possible instead of refunding.

In addition, the TMS will communicate the global annual refund to be given back to individual UN agencies based on total turnover realized with them during the course of each year. This refund can either be received cash or changed into flight ticket to be used by each Agency on its choice. The TMS is then requested to provide the base for the calculation of such Global Refund.

**Payment for Personal Travel Portions**

1. **Billing to Individuals for Personal Travel Portions**: All charges associated with personal travelportions of official trips, including all transportation and fees for passport and visa services, shall be billed directly to travelers and excluded from invoices presented to the UN. The UN will not be liable for expenses related to personal travel portions and reserves the right to audit all travel records to verify the accuracy of allocated costs between official and personal charges.
2. **Forms of Payment Accepted for Personal Travel Portions:** The TMS Contractor shall accept allmajor credit cards and personal checks for such personal expenses.
3. **Point of Sale Charge for Personal Travel Portions:** The TMS Contractor will provide a mechanismfor allocating costs for personal portions to individuals and charging them at the point of sale. The mechanism for allocating costs will provide for automated tracking and reconciliation.

**Personnel**

1. **General Requirements for Personnel**: The TMS Contractor shall provide all necessary personnel inthe number stipulated in the RFP who will provide prompt, courteous and efficient service at the dedicated office within the UN premises. Or at their office locations. If staff are requested at UN agency premises the TMS will submit the staffing structure for the Office located in the UN Building. All staff assigned to the UN account whether at the TMS office or in UN Premises shall be fluent in oral and written English. Fluency of the TMS contractor’s staff in other official UN languages will be viewed as an enhancement. If travel volumes change, the UN may request a change in the number of personnel assigned to the UN Account within thirty (30) days. The TMS Contractor will be held responsible for the outputs of its staff. Exceptionally, upon request, the TMS Contractor will provide information regarding the levels of productivity of all individual staff as well as teams assigned to specific UN Organizations.
2. **Experience Requirements for Personnel:** Minimum experience requirements for TMS Contractorpersonnel assigned to the UN account are:
	1. **2 Travel Counselors:** Travel counselors will have a minimum of five years’ experience withpredominantly complex international travel.
	2. **1 International Rate Specialists**: The International rates specialists will have a minimum of fiveyears of specialized experience in international rates and fare construction including complex international routings.
	3. **1 Operations Manager**: The operations manager will have a minimum of eight (8) years ofsupervisory experience.
3. **Background Checks on Personnel:** The UN reserves the right to do background checks on any/alltravel provider staff that are assigned to the UN Account. The UN taking up such background checks or not, in no way diminishes the TMS Contractor’s obligations and liabilities concerning its personnel.
4. **UN Right to Interview:** The UN has the right to interview all prospective dedicated staff and torequest replacement of any TMS Contractor employee for reasonable cause.
5. **Subcontracting of Personnel:** The TMS Contractor will not subcontract any services without priorexpress permission from the UN.
6. **Staffing Levels – Scheduling:** The TMS Contractor shall use all appropriate means, includingcomputerized scheduling routines, to anticipate peak booking periods and adjust its staff accordingly. Cross-trained staff may also be used as necessary to assist in meeting periods of peak travel service demand.
7. **Cross-Utilization of Personnel:** The TMS Contractor shall augment and/or cross utilize personnelas necessary to meet all service standards at all times, including during both daily and annual peak travel periods. It is expected that the TMS Contractor will arrange shifts in a manner that will minimize the need for overtime. Hours of operation mentioned in this contract refer only to hours available for direct traveler access. The TMS Contractor will provide a quarterly staffing plan to the UN and prompt notice of any significant understaffing due to unexpected peaks in travel volume or absenteeism.
8. **The TMS Contractor** shall not compensate or incite employees in any manner that wouldencourage them to increase the cost of UN travel, or that would otherwise be inconsistent with UN policies and objectives.
9. **Training for Personnel:** The TMS Contractor will provide training annually (or more frequently asagreed with the UN) on UN policies, procedures, programmes, international fares and rates, GDS skills and customer service in a multi-cultural environment.

**Programme and Account Management**

1. TMS Contractor shall advise and consult with the UN regarding all matters reasonably pertaining to business travel, including best practices.
2. **Account Manager:** The TMS Contractor shall provide an Account Manager to act as the liaison forthe UN to answer any questions in regards to TMS Contractor Services and to coordinate tactical and strategic initiatives for the UN.
3. **Identifying Savings Opportunities :** The TMS Contractor shall assist the UN in monitoring savingopportunities ; provide advice/recommendations on discounting for air, hotels, car, groups and meetings, restriction waivers, Internet fares, and other techniques to reduce travel expenses; and provide benchmarking of savings and practices for air, hotel and car based on other large TMS Contractor customer programmes;
4. **Performance Reviews :** The TMS Contractor shall offer quarterly or more frequent performancereviews to evaluate and discuss contract management, including service and savings objectives, industry trends, specific service issues, travel policy and performance benchmarks.
	1. The TMS Contractor will provide proposed detailed agenda at least two weeks prior to the meeting. The UN will add to the agenda as appropriate.
	2. After each meeting, the TMS Contractor will submit a follow up report detailing actions and proposed timetables for improving service. Each subsequent review meeting will begin with a review of the TMS Contractor’s progress in meeting commitments from prior performance reviews.
5. **Senior Management Participation:** The TMS Contract shall make representatives of seniormanagement, otherwise not dedicated to the UN account, available for quarterly meetings. The TMS Contractor should identify the name and title of the senior manager responsible for the programme, with at least one back up individual.
6. **Service Performance Quarterly Meetings:** The TMS Contractor will attend meetings on aquarterly basis, or on another schedule set by the UN, to review the following aspects of service performance:
	1. Service Levels and Standards, including Customer Satisfaction: The TMS Contractor will present reports which address performance against all agreed service standards. The goal of such discussions will be to agree on appropriate responses to specific situations and identify overall trends and opportunities to improve services and to agree on corrective action plans as needed.
	2. Service Costs and Productivity Issues: The TMS Contractor will review costs and revenues associated with the account; productivity of specific individuals and groups; and all other cost drivers for the account. The parties will discuss opportunities for reducing direct costs and agree upon appropriate actions to streamline operations without reducing service levels or satisfaction. Upon request, the TMS Contractor will provide a separate analysis of performance against budget for any one or more UN Organizations and for the UN account as a whole.
	3. Within four business days following each such meeting, the TMS Contractor will submit minutes of the meeting which specifically identify all agreed-upon actions to be undertaken by the TMS Contractor or the UN, together with specific timelines for each deliverable.
	4. Prior to each meeting, the TMS Contractor will prepare an agenda which summarizes the primary topics and objectives of the meeting as well as the status of all pending deliverables. The TMS Contractor will e-mail the agenda to the Travel Managers at least 2 days in advance of the meeting.

**Account Management**

The TMS Contractor shall provide account management support including, but not limited to:

1. **New Products and Services:** The TMS Contractor will advise the UN of new TMS Contractor travelproducts and services and new third party travel products and services.
2. **Management Information (MI) Report Production:** Provide analysis of MI reports and impact onthe UN’s travel management programme.
3. **Business Plan and Resulting Key Performance Indicators (KPIs),** including a timeline foraccomplishing specific objectives. The intent of these documents shall be to identify areas of the UN’s travel programme that can be targeted for savings/improvement and the associated cost and timelines associated with each task. The parties will revise the Business Plan periodically as mutually agreed. The TMS Contractor will provide monthly progress reports on performance against the Business Plan.
4. **Performance Reviews:** In addition to internal measurements of performance, the UN retains theright to require independent evaluation of the TMS Contractor’s performance. The UN may contract independent third parties to audit TMS Contractor service levels and/or to support efforts to manage the TMS Contractor. The TMS Contractor will cooperate fully with any third party audit and agrees that all information shared with the UN may be shared with the contracted third party contractor.
5. **Financial Audit:** The UN will require that the TMS Contractor retain all financial documentsrelated to the cost and revenues of its account for a period of at least five calendar years following the termination of any agreement with the TMS Contractor. The UN will have the right to audit any of these financial records or documents at any time during the TMS contract and for five years beyond its expiration. In the event that any financial audit identifies revenues which the TMS Contractor failed to credit properly or errors in reporting expenses, then the TMS Contractor agrees to reimburse the UN for any such shortfall or overage, plus the cost of the audit, plus interest on the amount of such discrepancy dating to the original discrepancy. Interest will be calculated at 9% per annum.
6. **Fare Audits:** The TMS Contractor agrees to cooperate with periodic independent audits of airfaresoffered. The TMS Contractor will reimburse the UN for any amounts by which fares offered to travelers have exceeded the lowest applicable fare identified by the third party auditor within the context of UN travel policy.
7. **Errors** : If the percentage of errors discovered for a particular period exceeds two percent, theUN will multiply the average dollar amount of the errors discovered by the audit by the percentage of passenger name records (PNRs) containing errors and the total transactions for the period. The TMS Contractor will reimburse the UN for this amount. To illustrate, if the average error is $50 and the error occurs on 3% of all PNRs, the amount due for a period with 1,000 transactions would be $1,500 ($50 times 3% times 1,000).
8. **Pro-active Service Evaluation Programme:** The TMS Contractor shall maintain an independentservice evaluation programme to identify and prevent problems before they inconvenience travelers. The TMS Contractor shall also provide an annual evaluation of opportunities to reduce operating costs.

**PART III**

**Management Information Reporting**

1. **Management Information Reporting System:** The TMS Contractor shall provide a managementinformation reporting system capable of producing for each UN organization all management information reports specified by the UN, as well as additional customized reports which may be requested during the Contract period.
2. **Quarterly Reports:**

The TMS Contractor shall provide, on a quarterly basis, the following report to each UN Agencies:



|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  | **INVOICE** |
|  | **TICKET** | **PASSANGER** |  | **Total** | **Corporate** | **NO AND** |
| **Date** | **ROUTING** | **UN** |
| **NUMBER** | **NAME** | **Fare** | **Discount** |
|  |  | **AGENCY** |
|  |  |  |  |  |  |
|  |  |  |  |  |  | **…………** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**TOTAL**

1. **MIS Standard Reports:** The MIS system must be capable of producing reports and provide data inspreadsheet format on the following:
	1. Travel Volume and Costs – for the entire UN Account and/or individual UN – tickets issued and refunds processed; average ticket price; top city pairs; class of service; and hotel and car rental bookings.
	2. Fare savings through use of negotiated fares and creative ticketing by market and by carrier.
	3. Airline market share overall and by top destination.
	4. Bookings and utilization of discounts for by country, city, property and chain; number of reservations and room nights booked; shows savings achieved through negotiated rates; contractor should able to report on percentage of hotel bookings using negotiated rates;
	5. The UN may require the TMS Contractor to offer new reports, information systems, updated formats, or to modify existing reports.
	6. Existing reports will be modified within two weeks of request when all data required for a new report is available in the systems used by the TMS Contractor.

1. **Pre-Trip Reports:** The UN requires pre-trip data showing the current status of all reservations inaddition to ticketed data, including traveler’s location. Upon request, the TMS Contractor will provide daily or emergency reports indicating the whereabouts of all Organization travelers sorted by UN Agency. The TMS Contractor will produce emergency reports within two hours of request.
2. **Contractor Prepared Reports via e-mail:** Upon request, the TMS Contractor will prepare reportsand send them to the designated UN personnel via e-mail.
3. **Special Reports:** The TMS Contractor will prepare special reports and analysis to assist the UN inreconciling retroactive discounts or rebates received directly from the airlines to UN ticket purchases.
4. **Additional Reports:** The UN may request additional reports at any time during the term of itsagreement and the TMS Contractor will provide such reports on terms to be agreed at the time of implementation of the contract.
5. **Summary of Data:** All data must be capable of being sorted and shown separately for eachOrganization and summarized for the entire UN Account.
6. **Refund Report:** The TMS Contractor will provide the UN with a weekly refund report broken downper UN organization that lists all tickets for which refunds have been applied or credited, as well as Miscellaneous Charge Orders (MCOs) that have been issued for partially refunded tickets in an electronic format acceptable to the UN. The TMS Contractor will notify the UN of all savings achieved through downgrades of tickets for official travel. The TMS Contractor will also provide reports on the total amount of charges in dispute.

**Performance Reporting**

TMS Contractor will provide the following reports on the performance of its agents dedicated to the UN.

1. **Telephone Performance Report**: including number of calls taken and percentage of callsanswered within twenty seconds for the entire UN Account, specific locations, and individual counselors. Weekly reports should also include a breakdown of call response time by half hour segments;
2. **Reports of Response Time to E-Mail Reservation**– highlights failure to meet contract standards;
3. **Report of Time to In-Person Reservations.** With separate report on walk-in and appointmenttransactions;
4. **Report of Passport/Visa Activities** – number of trips for which the TMS Contractor advisedtravelers of passport or visa-related requirement and actions taken;
5. **Report of Status of Refunds** – ongoing status report to allow tracking of refunds, identify stalecredit requests and enable the UN to respond to inquiries from departments;
6. **Performance and Service Standard Reports –** showing the TMS Contractor performance againstall agreed service metrics, including traveller surveys, reservationists’ productivity, etc.

**PART IV**

**Other Terms**

1. **Termination**: Either party may terminate any ensuing Contract, in whole or in part, upon onehundred and twenty days notice, in writing, to the other party. Settlement of Disputes will be detailed in the Contract itself.
2. **Transitional Service:** In the event any ensuring Contract is terminated for any reason other thantermination by TMS Contractor for the UN’s breach, or expires by its own terms and a successor travel management company is selected by the UN, the TMS Contractor will, if requested by the UN to do so, continue to provide services as provided for under this Contract, for a period of time not to exceed one hundred twenty) days (the “Transitional Services”) effective on the first day following expiration of this Contract or the last day of the notice period defined above, (the "Transitional Service Period"). At the option of the UN, and on its specific request and with advance notice to the TMS Contractor, all or part of Transitional Services may be discontinued by the UN at any time upon no less than sixty days prior written notice to TMS Contractor.
	1. Subject to data protection requirements and to obtaining the necessary consents from travelers to transfer personal data to a new supplier, at the request of the UN and at no cost to the UN, other than costs imposed by third parties, such costs requiring advance notice to and approval by the UN, the TMS Contractor will transfer and/or provide access to the UN and/or its designated successor travel management company or companies all the UN travel data including passenger name records (“PNRs”) and profiles in the format as such data appears on the TMS Contractor’s systems. Unless agreed otherwise by the UN, the TMS Contractor will not ticket the UN traveler PNRs for travel booked more than one month after the transition in which the successor travel management company commences service for the UN, including, but not limited to, UN meetings and group travel.
	2. The TMS Contractor may at its option release dedicated staff willing to stay with the UN’s account and requested by the UN from any restrictive employment agreements, subject to local laws. Except as may be required by local laws and except for third party imposed fees or costs which have been approved and accepted by the UN, the TMS Contractor will not impose on the UN or the successor TMS Company, any special or additional fees or costs involved in or related to the transfer of Services, including but not limited to, equipment de-installation, severance for employees, leasehold obligations, data transfer or handoff, management time cooperating with the new travel company, or other time related to the orderly transfer of business to the new travel management company.

**Disclaimers**

1. **No Minimum Guarantee:** The UN will not guarantee any minimum quantity of travel purchasesunder any subsequent Contract.
2. **No Exclusivity**: Although it is the UN’s intent to use a single TMS Contractor, the UN reserves theright to enter concurrently into additional contracts with other travel agencies, airlines or suppliers of services for any or all of the services covered by the Contract.

**Summary of Technical Proposal Evaluation Forms**

**Proposers while preparing their technical proposals MUST follow the order as per evaluation form below.**

Technical Evaluation Criteria

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Summary | of Technical Proposal | Score | Points | Company |  |  |  |
| Evaluation Forms | Weight | Obtainable | A | B | C | D | E |
| **Form 1** |  | Company |  | **300** |  |  |  |  |  |
|  | Profile/Reputation/Expe | 30% |  |  |  |  |  |
|  |  | rience |  |  |  |  |  |  |  |
| **Form 2** |  | Proposed Work Plan and | 50% | **500** |  |  |  |  |  |
|  |  | Business Approach |  |  |  |  |  |  |  |
| **Form 3** |  | Personnel | 20% | **200** |  |  |  |  |  |
|  |  | **Total** | **100%** | **1,000** |  |  |  |  |  |

**Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:**

**Form 1**: Company Profile/Reputation/Experience

**Form 2**: Proposed Work Plan and Business Approach

**Form 3**: Personnel



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Technical Proposal Evaluation** | Points | Company |  |  |
|  |  | obtainable |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Form 1** |  | A | B | C | D | E |
|  |  |  |  |  |  |  |  |
| Expertise of Firm / Organization Submitting Proposal |  |  |  |  |  |  |
| (*Company Profile/Reputation/Experience*) |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **1.1** | **Reputation/Experience of Organization and Staff** |  |  |  |  |  |  |
|  | **(Competence / Reliability)** |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.1.1 | 5 Years of Experience in Travel Trade Business | 20 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.1.2 | Organization Chart of the Travel Agency | 5 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.1.3 | Total Volume of Ticket Sale for the last 3 years | 15 |  |  |  |  |  |
|  | (Indicate the numbers- do not attach copies) |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.1.4 | Minimum three letters of confirmation from Airlines of holding healthy relationship and special UN fares  | 15 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.1.5 | Copy of the audited financial reports including | 15 |  |  |  |  |  |
|  | balance sheet for last 3 years (attach audit |  |  |  |  |  |  |
|  | recommendations only) |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **1.2** | **General Organizational Capability which is likely to** |  |  |  |  |  |  |
|  | **affect implementation (i.e. loose consortium,** |  |  |  |  |  |  |
|  | **holding company or one firm, size of the firm /** |  |  |  |  |  |  |
|  | **organization, strength of project management** |  |  |  |  |  |  |
|  | **support** |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.2.1 | Being an IATA agent (Minimum 5 years as an IATA agent)  | 30 |  |  |  |  |  |
|  |   |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.2.2 | Recommendation letters from International Organizations, Embassies, MNCs and Airlines (Minimum 2) | 30 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.2.3 | Accredited IATA (Billing Settlement Payment/ International Air Transportation Association) Travel Agent for 4 years (copy of IATA membership and one recommendation from IATA Air Carrier is required). | 30 |  |  |  |  |  |
| 1.2.4 | Overall Number of Computers that are used for the Ticketing purpose in the Travel Agency and Proof of Communication Services : Internet, E-mail, | 15 |  |  |  |  |  |
|  | Telephone, Fax, copiers etc. |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.2.5 | Total current office space (in sq. ft.) of the Travel | 10 |  |  |  |  |  |
|  | Agency |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.2.6 | Portal for providing travel /visa requirements for different parts of the world. | 10 |  |  |  |  |  |
| 1.2.7 | Emergency Contact Person round-the-clock (Yes/No) | 10 |  |  |  |  |  |
|  | (detail description of contact person and that of |  |  |  |  |  |  |
|  | alternate) |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.2.8 | Ability to handle travel related to emergency medical | 20 |  |  |  |  |  |
|  | evacuation/staff evacuation from the country. Explain |  |  |  |  |  |  |
|  | on a separate heading |  |  |  |  |  |  |
| 1.2.9 | Be able to handle safe travel during current COVID-19 pandemic or if any other in future (Company to explain on a separate heading) | 10 |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1.2.10 | Do you have Business Contingency plan? Yes/No. If yes, how does it work? | 10 |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.2.11 | Financial Strength based on the 2019 balance Sheet & | 15 |  |  |  |  |  |
|  | P&L Account. |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.3 | Extent to which any work would be subcontracted | 5 |  |  |  |  |  |
|  | (subcontracting carries additional risks which may |  |  |  |  |  |  |
|  | affect project implementation, but properly done it |  |  |  |  |  |  |
|  | offers a chance to access specialized skills. |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.4 | Additional Quality Assurance Procedure the travel | 25 |  |  |  |  |  |
|  | agency put in place to ensure quality of services |  |  |  |  |  |  |
|  | provided (the travel agency to explain) |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 1.5 | Specialized Knowledge and technology adopted in | 10 |  |  |  |  |  |
|  | Travel Business (Such as automated/Online access to MIS reports for the sales done for UN, Booking Tool, in case UN prefers to book their travel in-house,…) |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Total Form 1** | **300** |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Technical Proposal Evaluation** | Points | Company | Name |  |  |
| **Form 2** |  | Obtainable | A | B | C | D | E |
| Proposed Work Plan and Business Approach |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 2.1 |  | Travel Reservations: |  |  |  |  |  |  |
| 2.1.1 |  | Number of days taken to issue a ticket from | 45 |  |  |  |  |  |
|  |  | the date of confirmed booking |  |  |  |  |  |  |
| 2.1.2 |  | Number of hours taken to deliver issued ticket | 30 |  |  |  |  |  |
|  |  | to the UN Agencies ( as per section 7) |  |  |  |  |  |  |
| 2.1.3 |  | Are you able to provide tickets during the |  |  |  |  |  |  |
|  |  | emergency travel of UN Staff? Yes/No, If yes, | 25 |  |  |  |  |  |
|  |  | within how many hours? |  |  |  |  |  |  |
| 2.2 |  | Abilities to serve all UN Agencies at the same time | 25 |  |  |  |  |  |
|  |  | Three Letters of confirmation from Airlines of holding healthy relationship and special UN fares | 20 |  |  |  |  |  |
| 2.3 |  | Describe System of billing/invoices and ability |  |  |  |  |  |  |
|  |  | to provide Statement of account, financial | 20 |  |  |  |  |  |
|  |  | report of ticket sale on quarterly basis. |  |  |  |  |  |  |
| 2.4 |  | Number of credit days provided by your | 20 |  |  |  |  |  |
|  |  | company for settlement of bills/invoices |  |  |  |  |  |  |
| 2.5 |  | Ability to upgrade tickets from one class to the | 70 |  |  |  |  |  |
|  |  | others. (Yes or No). If yes how will it be done? |  |  |  |  |  |  |
| 2.6 |  | Ability to provide minimum 3 quotations for |  |  |  |  |  |  |
|  |  | same destination within 24 hours (Yes or No). | 70 |  |  |  |  |  |
|  |  | If Yes described in detail. |  |  |  |  |  |  |
| 2.7 |  | Support Services : |  |  |  |  |  |  |
| 2.7.1 | Do you provide hotel reservation services in 20 |  |  |  |  |  |  |
|  |  | major cities around the Globe? Please provide | 35 |  |  |  |  |  |
|  |  | proof. |  |  |  |  |  |  |
| 2.7.2 | Do you provide assistance for UN staff’s VISA |  |  |  |  |  |  |
|  |  | processing/obtaining? Yes/No, If yes, how do | 25 |  |  |  |  |  |
|  |  | you plan to do? |  |  |  |  |  |  |
| 2.8 |  | To what degree does the Offeror understand | 45 |  |  |  |  |  |
|  |  | the task? (*Response to the FRP requisites*) |  |  |  |  |  |  |
| 2.9 |  | Hours of Business Operations of Travel Agency | 20 |  |  |  |  |  |
|  |  | for the UN Agencies |  |  |  |  |  |  |
| 2.10 |  | Time taken to refund the price of the cancelled | 20 |  |  |  |  |  |
|  |  | ticket for personal travels, if paid in advance |  |  |  |  |  |  |
| 2.11 |  | Number of Branches your Agency has in Kigali | 5 |  |  |  |  |  |
| 2.12 |  | Number of Branches your Agency has in the | 5 |  |  |  |  |  |
|  |  | major cities in Rwanda |  |  |  |  |  |  |
| 2.13 |  | Is the presentation clear and is the sequence | 20 |  |  |  |  |  |
|  |  | of activities? |  |  |  |  |  |  |
|  |  | **Total Form 2** | **500** |  |  |  |  |  |



|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Technical Proposal Evaluation** |  |  |  | Points | Company |  |  |  |
| **Form 3** |  |  |  |  | Obtainable | A | B | C | D | E |
| Personnel |  |  |  |  |  |  |  |  |  |
| **3.1** | **Operations Manager x 1 (*Please attach CV*)** | **40** |  |  |  |  |  |
| **3.1.1** | Required Qualification:Minimum Master Degree or Bachelors Degree preferably in Management  | 10 |  |  |  |  |  |
| **3.1.2** | Experience of minimum eight (8) years ofsupervisory experience. | 10 |  |  |  |  |  |
| **3.1.3** | Professional Qualification – Certificate in Travel or other related field | 10 |  |  |  |  |  |
| **3.1.4** | Training Experience in AMADEUS/Ticketingsoftware and others (please list them withcertificates) | 5 |  |  |  |  |  |
| **3.1.5** | Language: Fluency in spoken and written inEnglish and French (Knowledge of other UNlanguages will be advantage) | 5 |  |  |  |  |  |
|  | ***Sub Total of 3.1*** |  |  |  |  |  |  |
|  |
| **3.2** | **1 International Rate Specialist x 1 *(please attach CVs) UN*** |   **40** |  |  |  |  |  |
| **3.2.1** | Required Qualification:Education: Minimum of Intermediate Levelof Pass | 10 |  |  |  |  |  |
| **3.2.2** | Professional Qualification – Certificate in Travel or other related field | 10 |  |  |  |  |  |
| **3.2.3** | Experience of 5 years of specialized experience in international rates and fare construction including complexinternational routings. | 10 |  |  |  |  |  |
| **3.2.4** | Training Experience in AMADEUS/Ticketingsoftware and others (please list them withcertificate) | 5 |  |  |  |  |  |
| **3.2.5** | Language: Fluency in spoken and written inEnglish | 5 |  |  |  |  |  |
|  | ***Sub Total of 3.2*** |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **3.3** | **2 Travel Counselors:** |   **80** |  |  |  |  |  |
| **3.3.1** | Required Qualification:Education: Minimum of Intermediate Level of Pass | 10 |  |  |  |  |  |
| **3.3.2** | Professional Qualification – Certificate in Travel or other related field | 10 |  |  |  |  |  |
| **3.3.3** | Experience of 5 years in International Ticketing Services | 10 |  |  |  |  |  |
| **3.3.4** | Training Experience in AMADEUS/Ticketingsoftware and others (please list them with certificate) | 5 |  |  |  |  |  |
| **3.3.5** | Language: Fluency in spoken and written in English | 5 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **3.3.6.** | **Ticketing Officers x 2 *(please attach CVs) UN******may request additional Number of staff depending on the volume*** |   **40** |  |  |  |  |  |
|  | Number of Staff to be assigned for ticket delivery for UN Agencies | 20 x 2 |  |  |  |  |  |
|  | ***Sub Total of 3.3*** |  |  |  |  |  |  |
|  | **Total Form 3** |  **200** |  |  |  |  |  |

# Section 6: Returnable Proposalding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

**Technical Proposal:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Forms?**  |  |
| * Form A: Proposal Submission Form
 | [ ]  |
| * Form B: Proposer Information Form
 | [ ]  |
| * Form C: Joint Venture/Consortium/ Association Information Form
 | [ ]  |
| * Form D: Eligibility and Qualification Form
 | [ ]  |
| * Form E: Format of Technical Proposal
 | [ ]  |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?**  | [ ]  |

**Price Schedule:**

|  |  |
| --- | --- |
| * Form F: Price Schedule Form
 | [ ]  |

## Form A: Proposal Submission Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | [Insert Name of Proposer] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] |

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Proposal No. [Insert RFP Reference Number] and our Proposal. We hereby submit our Proposal, which includes this Technical Proposal and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

1. is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
2. have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
3. have no conflict of interest in accordance with Instruction to Proposers Clause 4;
4. do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
5. have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
6. undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and weembrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Returnable documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Proposal shall be valid and remain binding upon us for the period specified in the Proposal Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Proposer] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Stamp with official stamp of the Proposer*]

## Form B: Proposer Information Form

|  |  |
| --- | --- |
| **Legal name of Proposer** | [Complete] |
| **Legal address** | [Complete] |
| **Year of registration** | [Complete] |
| **Proposer’s Authorized Representative Information** | Name and Title: [Complete] Telephone numbers: [Complete]Email: [Complete] |
| **Are you a UNGM registered vendor?** | [ ]  Yes [ ]  No If yes, [insert UGNM vendor number]  |
| **Are you a UNDP vendor?** | [ ]  Yes [ ]  No If yes, [insert UNDP vendor number]  |
| **Countries of operation** | [Complete] |
| **No. of full-time employees** | [Complete] |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent)** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company have a written Statement of its Environmental Policy?** *(If yes, provide a Copy)* | [Complete] |
| **Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues** | [Complete] |
| **Is your company a member of the UN Global Compact**  | [Complete] |
| **Contact person that UNDP may contact for requests for clarifications during Proposal evaluation**  | Name and Title: [Complete]Telephone numbers: [Complete]Email: [Complete] |
| **Please attach the following documents:**  | * Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured
* Certificate of Incorporation/ Business Registration
* Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any
* Copy of IATA Certificate
* Local Government permit to locate and operate in assignment location, if applicable
* Supporting documents of discount agreement with the airline agency as reflected in the financial proposal
 |

## Form C: Joint Venture/Consortium/Association Information Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | [Insert Name of Proposer] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] |

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

|  |  |  |
| --- | --- | --- |
| **No** | **Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)* | **Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed**  |
| 1 | [Complete] | [Complete] |
| 2 | [Complete] | [Complete] |
| 3 | [Complete] | [Complete] |

|  |  |
| --- | --- |
| **Name of leading partner** (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution) | [Complete] |

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

[ ]  Letter of intent to form a joint venture ***OR*** [ ]  JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## Form D: Eligibility and Qualification Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | [Insert Name of Proposer] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] |

If JV/Consortium/Association, to be completed by each partner.

**History of Non- Performing Contracts**

|  |
| --- |
| [ ] Non-performing contracts did not occur during the last 3 years  |
| [ ]  Contract(s) not performed in the last 3 years |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|   |  | Name of Client: Address of Client: Reason(s) for non-performance: |  |

**Litigation History** (including pending litigation)

|  |
| --- |
| [ ]  No litigation history for the last 3 years |
| [ ]  Litigation History as indicated below |
| **Year of dispute**  | **Amount in dispute** (in US$) | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|   |  | Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute:Party awarded if resolved: |  |

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Proposer was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Proposer’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Proposer, or that of the Proposer’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Proposer should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project name & Country of Assignment** | **Client & Reference Contact Details** | **Contract Value** | **Period of activity and status** | **Types of activities undertaken** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

*Proposers may also attach their own Project Data Sheets with more details for assignments above.*

[ ]  Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

**Financial Standing**

|  |  |
| --- | --- |
| **Annual Turnover for the last 3 years** | Year       USD      Year       USD      Year       USD       |
| **Latest Credit Rating (if any), indicate the source** |  |

|  |  |
| --- | --- |
| **Financial information**(in US$ equivalent) | **Historic information for the last 3 years** |
|  | Year 1 | Year 2 | Year 3 |
|  | *Information from Balance Sheet* |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* |
| Total / Gross Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Net Profit  |  |  |  |
| Current Ratio |  |  |  |

[ ]  Attached are copies of the financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

* 1. Must reflect the financial situation of the Proposer or party to a JV, and not sister or parent companies;
	2. Historic financial statements must be audited by a certified public accountant;
	3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## Form E: Format of Technical Proposal

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | [Insert Name of Proposer] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] |

The Proposer’s Proposal should be organized to follow this format of the Technical Proposal. Where the proposer is presented with a requirement or asked to use a specific approach, the proposer must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

**SECTION 1: Proposer’s qualification, capacity and expertise**

* 1. General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls.
	2. Relevance of specialized knowledge and experience on similar engagements done in the region/country.
	3. Quality assurance procedures and risk mitigation measures.

**SECTION 2: Scope of Supply, Technical Specifications, and Related Services**

This section should demonstrate the Proposer’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; and demonstrating how the proposed proposal meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

* 1. A detailed description of how the Proposer will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
	2. Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
	3. The proposal shall also include details of the Proposer’s internal technical and quality assurance review mechanisms.
	4. Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

**SECTION 3: Management Structure and Key Personnel**

* 1. Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
	2. Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

**Format for CV of Proposed Key Personnel**

|  |  |
| --- | --- |
| **Name of Personnel** | [Insert] |
| **Position for this assignment** | [Insert] |
| **Nationality** | [Insert] |
| **Language proficiency**  | [Insert] |
| **Education/ Qualifications** | *[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]* |
| [Insert] |
| **Professional certifications** | *[Provide details of professional certifications relevant to the scope of goods and/or services]* |
| * Name of institution: [Insert]
* Date of certification: [Insert]
 |
| **Employment Record/ Experience** | *[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]* |
| [Insert] |
| **References** | *[Provide names, addresses, phone and email contact information for two (2) references]* |
| Reference 1: [Insert]Reference 2:[Insert] |

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Personnel Date (Day/Month/Year)

## FORM F: Price Schedule Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | [Insert Name of Proposer] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] |

To: *Head of Procurement Unit UNDP Rwanda*

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [*insert: Date*] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

1. All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
2. We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
3. We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
4. We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP’s Contract for Professional Services.

We agree to abide by this Proposal for *[insert: period of validity as indicated in Data Sheet].*

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



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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:



Name and Title of Signatory:



Name of Firm:

Contact Details :



**Section 7: Financial Proposal Form**

****

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

UNDP Rwanda, on behalf of the UN Agencies in Rwanda listed under Section 3, envisages entering into a multiyear contract with two or more qualified Travel Agencies for the provision of Travel Management Services. The Travel Agency, selected as a result of the present Request for Proposal, will pass on to the UN Agencies in Rwanda the fares and conditions offered by the air carriers.

For the services listed under Scope of Services, Expected Outputs and Performance Standards of the Terms of Reference the selected Travel Agencies will charge the UN Agencies in Rwanda a fixed service fee per each issued ticket regardless of booking class, as detailed in below tables of the Financial Proposal Form of the present Request for Proposal. The level of the service fees shall remain fixed for the whole duration of the contract and shall apply for a whole itinerary per passenger and each independent air ticket issued unless there are changes in pricing introduced by air carrier which should be officially communicated.

**(1)** Based on the annual value and volume of travel services procured by the UN Agencies in Rwanda, during 2017-2019 are requested to indicate the service fee for each mandatory service required in TABLE 7.1. The Financial Proposal will be opened only from those Offerors which Technical Proposal passed the minimum technical score of 70% (700 points) of the maximum obtainable score of 1000 points in the evaluation of the Technical Proposals

**(2)** *Financial evaluation* of the technically qualified proposals will be performed in the following way: the proposed service fee (B) would be multiplied by the weight of each service (A) to obtain (C). (C) would be added to get the total score obtained by each bidder. This total would be inverse proportioned with the bidder with the lowest proposed fee to get the scores from 30.

**TABLE 7.1 Mandatory Services Requirement**

|  |  |  |  |
| --- | --- | --- | --- |
| **Ticketing Based Charges and Other Service and Transaction Fees** | **Weightage for each service****(A)** | **Fee per transaction**  **(US$)****(B)** | **Total (A)x(B) (US$)****(C)** |
| **7.1.a) TICKET ISSUANCE FEES** (Including Cancellation and/or Re-issuance in the same Airline) |
| * International Air Ticket
 | 90 |   |   |
| * Domestic Air Ticket
 | 6 |   |   |
| **7.1.b) NON-TICKET BASED FEES AND OTHER SERVICE CHARGES:**  |
| * Visa processing/assistance fee - per visa
 | 2 |   |   |
| * Lost ticket and travel documents assistance – per ticket / document
 |  Complementary  |   |   |
| * Airport assistance (meet and greet at airport) – per instance
 | 2 |   |   |
| **Total (US$)** |  |

**(3)** The contract will be awarded to the offerors who obtain the highest cumulative score for the Technical and Financial Proposals.

 **Annex 1**

**LONG TERM AGREEMENT**

**between**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME**

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

This Long Term Agreement is made this day of …………………………………, by and between the United Nations Development Programme (UNDP) in Rwanda, on behalf of all United Nations Agencies represented in Rwanda, located at 4 KN 67 St P.O Box 445 Kigali, Rwanda (hereinafter referred to as "UNDP"), and ………………………………….., a company lawfully registered under the laws of the Government of Rwanda and having its offices located in ……………………………………, Telephone,………………………………….. email: …………………………………………. (hereinafter referred to as "Contractor").

WHEREAS, UNDP Rwanda, on behalf of the United Nations Agencies represented in Rwanda, desires to enter into a Long Term Agreement (LTA) for the provision of **Travel Management Services ("TMS")** by the Contractor to UN Agencies, pursuant to which UN Agencies can receive specific services from the Contractor, as provided herein;

**WITNESSETH**

**WHEREAS**, UNDP, seeks a highly qualified, independent travel agent to provide fulland comprehensive travel management services to UNDP's Country Offices and has issued a Request for Proposal ("**RFP**") dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

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

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

**Definitions:**

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

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

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

"**Country**" shall mean, \_\_\_\_\_\_\_\_ .

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

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

**NOW THEREFORE**, the Parties hereby agree as follows:

**ARTICLE 1:** **Scope of the Agreement**

1.1 This Agreement is a contract for the provision of travel management and related services such as, but not limited to, airline ticketing and airport transfer and related services (visa service, travel insurance,…) as listed in the related published Terms of Reference (hereafter the "Travel Management Services") by the Travel Agent.

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

1.3 Such Travel Services shall be at optimum prices/rates of reduction for air tickets and others related services;

**ARTICLE 2:** **Responsibilities of the Travel Agent**

Travel Management Services, as may be requested by UNDP or any of UN Agencies provided by the Travel Agent shall include but not limited to:

2.1.1 Obtain the optimum prices/rates of reduction for air tickets;

2.1.2 Issue tickets in emergency cases and provide 24 hours telephone , fax and email to facilitate such services;

2.1.3 provide with 100% of discounts granted by all Airlines to the travel agent;

2.1.4 Guarantee good quality services and efficiency in issuing and confirming tickets

2.1.5 Delivery of airline tickets within twenty-four (24) hours of receipt of UNDP Travel Authorizations, (or earlier depending on need), and seat assignments on flights and issuance of boarding passes, where possible;

2.1.6 reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of changed routing or fare structures and printed itineraries showing complete information on status of reservations on all carriers and hotels;

2.1.7Timely notification to Travellers of airport closing, cancellations or delays in flights, trains, buses or voyages and obtain any reimbursement which may be due on account of cancelled or reissued reservations and/or tickets;

2.1.8reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of changed routing or fare structures and printed itineraries showing complete information on status of reservations on all carriers and hotels;

* + 1. Provide monthly timetable continuously to UN agencies

2.1.10 Send detailed statements directly to each agency regularly

2.1.11 Provide privileges such us upgrading when requested by the United Nations;

2.1.12 provide passengers with important information such as information on country of destination, hotel booking outside Rwanda at competitive prices

2.1.13 Provide 24 hours telephone, fax and email services to facilitate communication in case of emergency;

2.1.14 Provide such services to travellers to contact the traveller agency in emergency from abroad;

2.1.15 Follow up on lost luggage and ensure safe delivery to respective traveller;

2.1.16 Provide personal travel services to UN

2.1. 17 information on country visa requirements, health, immigration clearance, foreign exchange control regulation and other government restrictions, and assistance in obtaining travel tax exemption certifications, passports and entry visas to the Country;

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

2.3 The qualifications and experience of any employees whom the Travel Agent may assign to perform the Travel Management Services hereunder shall be the same, or better, as those specified in the Travel Agent's Proposal. The Travel Agent shall provide UNDP 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 Travel Agent shall neither seek nor accept instruction from any authority external to UNDP or to the United Nations in connection with the performance of this Agreement. The Travel Agent shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard for the interests of UNDP and the United Nations.

**ARTICLE 3:** **Services by UN agencies**

3.1 UNDP will submit to the 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, signed by an Authorized Representative. UNDP shall not be responsible for any Travel Management Services undertaken by the Travel Agent without such Travel Authorization.

3.2 Where the Travel Agent does not use its own premises or does not rent office space under a separate lease agreement, UN agencies may provide suitable office space, in its office premises in accordance with the Conditions for Use of Office Space as practically feasible in the Country, to the Travel Agent for the sole purpose of performing its obligations under this Agreement. In full consideration for the office space and the services provided by UNDP the total amount of rent shall be fixed at \_\_\_\_\_\_\_\_\_\_ . The Travel Agent shall pay the rent in monthly instalments, in advance, on the first day of each calendar month during the term of this Agreement and shall be responsible for paying promptly and regularly each instalment of the Rent when due hereunder, whether or not the Travel Agent has received an invoice therefor from UNDP.

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

**ARTICLE 4. Compensation to the Travel Agent**

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

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

4.3 UNDP shall reimburse the Travel Agent:

1. for all authorized airline tickets and Prepaid Tickets issued.
2. However, the Travel Agent shall reimburse UNDP at the end of each month for any unsettled refund claims that have been outstanding for more than sixty (60) days. If, after settlement, the Travel Agent presents evidence of valid rejection of any claim for such refund, UNDP shall reimburse the Travel Agent for all such rejected claims for which the Travel Agent has reimbursed UNDP.

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

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

**ARTICLE 5:** **Finances and Accounts**

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

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

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

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

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

**ARTICLE 6:** **Representation and Warranties**

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

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

6.3 UNDP neither represents nor warrants that the Travel Agent will provide a guaranteed level of Travel Management Services hereunder, and UNDP does not guarantee any minimum quantity of Travel Management Services or procurement.

**ARTICLE 7:** **Duration**

7.1 This Agreement shall be in full force and effect for an initial period of **one year** from

\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_ with a possibility of extension for a maximum of three (3) years based on performance and client satisfaction evaluation

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

**ARTICLE 8:** **Notices**

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

**ARTICLE 9:** **Confidentiality**

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

**ARTICLE 10:** **General Provisions**

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

10.2 This Agreement is subject to the UN General Conditions (Annex 2). In the case of any inconsistency between the documents referred to in this Agreement, the terms of this Contract and of the UN General Conditions shall prevail over the terms of the UNDP's RFP, which shall, in turn, prevail over the terms of the Travel Agent's Proposal.

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

**IN WITNESS WHEREOF**, the Parties, through their duly authorized representatives, havesigned this Agreement:

**ACCEPTED:** **ACCEPTED:**

FOR THE TRAVEL AGENT: FOR UNDP:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex 2**



**UNDP**

**GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

**1.0** **LEGAL STATUS**:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor’s personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

**2.0** **SOURCE OF INSTRUCTIONS**:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

**3.0** **CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**4.0** **ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

**5.0** **SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

**6.0** **OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**7.0** **INDEMNIFICATION**:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**8.0** **INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks inrespect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen'scompensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in anadequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies underthis Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrieragainst the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from theinsurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidenceof the insurance required under this Article.

**9.0** **ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may befurnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0** **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDPshall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consistof any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, executeall necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics,plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

**13.0** **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication ordissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser’s Information solely for the purpose for which it wasdisclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons orentities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser’s prior written consent; and,

**13.2.2** the Recipient’s employees, officials, representatives and agents who havea need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls,whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control;

or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, providedthat, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to theCharter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtainedby the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during theterm of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

**14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any causeconstituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason offorce majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared ornot), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligationsunder the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

**15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty

1. days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any timeupon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall bedue from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or becomeinsolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

**16.0** **SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement**: The Parties shall use their best efforts to settle amicablyany dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising outof the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other

Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**17.0** **PRIVILEGES AND IMMUNITIES**:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**18.0** **TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the UnitedNations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor'sinvoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers isengaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminatethis Contract immediately upon notice to the Contractor, at no cost to UNDP.

**20.0** **MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers isactively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminatethis Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0** **OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**22.0** **SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitationor abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and

warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case inwhich the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY**:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.



1. A “long term agreement” is a written agreement between UNDP and a service supplier that is established for specific services at prescribed prices or pricing provisions for a defined period, year, against which specific Orders (call-offs) can be placed at any time, during the defined period and with no legal obligation to order any minimum or maximum quantity. [↑](#footnote-ref-2)
2. Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Proposalder have been exhausted. [↑](#footnote-ref-3)