

REQUEST FOR PROPOSALS

**RFP141121-01 – LONG TERM AGREEMENT (LTA) FOR THE PROVISION
OF TRAVEL MANAGEMENT SERVICES – Barbados and the OECS**



*Empowered lives.
Resilient nations.*

UNITED NATIONS DEVELOPMENT PROGRAMME

OCTOBER, 2014

Section 1: Letter of Invitation

Barbados,
October 24, 2014

REFERENCE: RFP141121-01 – Long Term Agreement¹ (LTA) for the provision of Travel Management Services – Barbados and the OECS

Dear Sir/Madam:

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

This RFP includes the following documents:

- Section 1: Letter of Invitation
- Section 2: Instruction to Proposers
- Section 3: Terms of Reference (TOR)
- Section 4: Proposal Submission Form
- Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6: Technical Proposal Form
- Section 7: Financial Proposal Form
- Section 8: Form for Proposal Security
- Section 9: Form for Performance Security
- Section 10: Standard Agreement for the Provision of Travel Management Services and General Conditions of Contract for Services

Your offer, comprising a Technical and a Financial Proposal, **in separately sealed envelopes or email**, should be submitted in accordance with Section 2.

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

**United Nations Development Programme
UN House, Marine Gardens
Christ Church, BARBADOS
Attention: Procurement Unit – RFP141121-01 – LTA for TMS**

¹ The term “Long Term Agreement” refers to a written agreement between UNDP and a supplier that is established for specific goods or services at prescribed prices or pricing provisions for a defined period of time, 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. Please refer to Section 11 for the relevant template Model of LTA

The letter advising whether your company intends to submit a Proposal should be received by UNDP no later than the date indicated in the **Data Sheet** (DS no. 7)

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,

PROCUREMENT UNIT
UNDP Barbados and the OECS Subregional Office

Section 2: Instruction to Proposers²

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- f) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- g) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- h) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- i) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- j) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- k) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- l) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective

² Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

- m) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged 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;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request

for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

10.2 UNDP shall endeavour to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4).

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and **Data Sheet** DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any or any combination of the following conditions:
- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
 - b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
 - c) In the case the successful Proposer fails:

- i. to sign the Contract after UNDP has awarded it;
- ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
- iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to validate the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15).

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

D. SUBMISSION AND OPENING OF PROPOSALS

22. Submission

- 22.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no. 20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the Data Sheet (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labelling by the Proposer.
- 22.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 22.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialled by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 22.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

23. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

24. Withdrawal, Substitution, and Modification of Proposals

- 24.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 24.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 24.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 24.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

25. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

26. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the

Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

27. Preliminary Examination of Proposals

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

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) 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;
- e) 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
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

28. Evaluation of Proposals

28.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

28.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

28.3 In the second stage, only the Financial Proposals of those Proposers who achieve the

minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

<u>Rating the Technical Proposal (TP):</u>	
TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100	
<u>Rating the Financial Proposal (FP):</u>	
FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100	
<u>Total Combined Score:</u>	
	(TP Rating) x (Weight of TP, e.g. 70%)
	+ (FP Rating) x (Weight of FP, e.g., 30%)
<hr style="width: 50%; margin: auto;"/>	
Total Combined and Final Rating of the Proposal	

28.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No. 33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer’s offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

29. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

30. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

31. Nonconformities, Repairable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

32. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

33. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

34. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

35. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

36. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

37. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

38. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

Instructions to Proposers

DATA SHEET

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

Data Sheet Nº	Refs. To Instructions	Information	Instructions/specific requirements
1		Project Title:	UNITED NATIONS SYSTEM LTA FOR TMS
2		Title of Services/Work:	Long Term Agreement for the Provision of Travel Management Services
3		Country / Region of Work Location:	BARBADOS & THE OECS
4	C.13	Language of the Proposal:	English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	Shall not be considered
7	SECTION 1	Letter of acknowledgement and intent to submit:	Date: FRIDAY 31 ST OCTOBER 2014
8	C.21	Period of Proposal Validity commencing on the submission date	90 DAYS

9	B.9.5 C.15.4 b)	Proposal Security	N/A
10	B.9.5	Acceptable forms of Proposal Security	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	Not allowed
13		Liquidated Damages	N/A
14	F.37	Performance Security	N/A
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input type="checkbox"/> U. S. Dollars The reference date to determine U.N.'s operative exchange rate: The reference date shall be the proposal's presentation deadline.
16	B.10.1	Deadline for submitting requests for clarifications/ questions	They will be accepted until FRIDAY 7 TH NOVEMBER 2014 until 1:00 p.m. (UTC/GMT -4, Barbados' Time)
17	B.10.1	Contact Details for submitting clarifications/questions	Please send queries or questions to the following Email dedicated for this purpose: procurement.bb@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	All the communications (amendments, minutes of the pre bid conference, clarifications, etc.) with offerors will be posted on UNDP's Subregional Office website: http://www.bb.undp.org/content/barbados/en/home/operations/procurement/ It is each bidder's responsibility to be attentive to the communications placed therein. UNDP does not assume responsibility for lack of connectivity.

19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: 1 Copies: 4 (one of the technical proposal's copies to be digitalized and sent via CD or USB)
20	D.23.1 D.23.2 D.24	Proposal Submission Address	UNDP, UN House, Marine Gardens, Christ Church, BARBADOS
21	C.21 D.24	Deadline of Submission	Date: FRIDAY 21 ST NOVEMBER 2014 Time: 1:00 PM. Barbados Time (UTC/GMT -4)
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Mail/By hand <input checked="" type="checkbox"/> Electronically
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	- Official Address for e-submission is: procurement.bb@undp.org - Format: Please send electronic proposals <u>password-protected</u> in PDF format only, with <u>separate</u> passwords for <i>Technical</i> and <i>Financial</i> proposals, and free of virus. -Password for the <i>Technical Proposal</i> <u>must not</u> be provided to UNDP until the date and time of Bid Opening as indicated in No. 24. Password for <i>Financial Proposal</i> will be requested if and when necessary. -Maximum File Size: 5MB -Copies to be transmitted: 1 (one) -Indicate on the "Subject" line of the mail: "Company Name - RFP141121-01 – LTA TMS" -Time Zone to be Recognized: Barbados Time / EST- 4 HOURS FROM UTC).

			<p>-The technical and financial proposal should be sent in different files.</p> <p>-It is strongly recommended that the bidders write the passwords and save it in a safe place. If UNDP is unable to open the file because of forgotten password(s) the proposal will be disqualified.</p> <p>-Proposers may send as many e-mails as needed, considering that every file must not exceed 5MB.</p> <p>-As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission.</p> <p>-When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware.</p> <p>-Proposal sent to the private email addresses of any procurement staff may be rejected</p> <p>-All files should be password protected. Technical and Financial Proposals must have different passwords that prevent opening of file.</p> <p>-Password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals.</p>
24	D.23.1	Date, time and venue for opening of Proposals	<p>Interested Proposers may attend the opening of Proposals that will take place on: Date: FRIDAY 21ST NOVEMBER 2014 Time: 1:30 P.M. Place: <u>UNDP, UN House, Marine Gardens, Christ Church, BARBADOS</u></p>

			<p>There will be a public opening, which will consist of opening the outer envelope, and then opening the Technical Proposal Envelope or file containing the legal information and then announcing the name of the company, its nationality and presence or absence of the envelope that contains the Financial Proposal.</p> <p>The Financial Proposal Envelope or file will remain closed until the evaluation results of Technical Proposals are announced and will be deposited and secured in UNDP's offices.</p> <p>Subsequently, the technically qualified bidders will be invited (those that reach 700 or more points in the Technical Evaluation) to a second opening act, which will consist of the Opening of the Financial Proposal, announcing the name of the company, nationality and proposal's total.</p>
25	E.28.2 E.28.3 F.33	Evaluation method to be used in selecting the most responsive proposal	Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above)
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Forms of Sections 4, 5, 6, and additional documents of the company's profile that should not exceed fifteen (15) pages, including printed flyers and catalogues (optional) for the services describes in the Proposal Request <input checked="" type="checkbox"/> Copy of Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation. <input checked="" type="checkbox"/> Copy of IATA'S License <input checked="" type="checkbox"/> <u>Optional</u>: Quality Certificate (e.g.: ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the Bidder. <input checked="" type="checkbox"/> <u>Optional</u>: Environmental compliance certificates, accreditations, marks or labels, or other evidence that the Bidder's practices contribute to ecological sustainability and the reduction of adverse environmental impacts (e.g., use of non-toxic, recycled raw materials, equipment energy efficiency, reduced carbon emissions, etc.), either in their business practices or goods it manufactures <input checked="" type="checkbox"/> In the case of Joint Ventures: Joint Venture Partner Information Form (Section 5) and a Letter of Declaration, as indicated in Section 2 –Clause 19.

			<ul style="list-style-type: none"> ☒ Last 2 audited financial reports (profit and loss and balance sheet of the years “2013 and 2012” or “2012 and 2011”), including the Auditor’s Management Letter, alternatively, a credit report (e.g. Dun & Bradstreet or similar). <p>The most recent Audited Financial Reports must evidence the financial capacity needed to execute the contract.</p> <p>In the event that a Credit Report (Dun and Bradstreet or similar) is submitted, it should give evidence of satisfactory financial stability.</p> <p>In the event that no financial report or Credit reports are presented, the proposal may be rejected.</p> <ul style="list-style-type: none"> ☒ Satisfactory performance declaration (letter of reference) from the 3 main clients, in terms of contract value, in the past 5 years. It should indicate the contact information of Section 5. ☒ All the information in relation to any litigation, past and present during the last five (5) years, in which the Bidder has been involved, indicating the interested parties, the object of the litigation, the amounts involved, and the final resolution, if the litigation has already ended. ☒ References that evidence satisfactory performance in the travel service provided for at least 3 corporate clients, international organizations or United Nations System (UNS) Agencies, during the last 3 years that can be contacted. ☒ Methodological Proposal according to Section 3 – Terms of Reference. ☒ List of proposed Personnel and their Resumes that show capacity and performance of the minimum requirements indicated on Section 3 – Terms of Reference.
27		Other documents that may be Submitted to Establish Eligibility	N/A

28	C.15	Structure of the Technical Proposal	N/A
29	C.15.2	Latest Expected date for commencement of Contract	1 ST JANUARY 2015
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Up to two (2) Long Term Agreements will be signed with an initial 12-months duration. The contract shall be reviewed at least once every year (completed 11 months) and may be extended for up to 24 more months for a total of 3 years.
31		UNDP will award the contract to:	<input type="checkbox"/> 2 Proposers, depending on the following factors: 2 lowest priced, technically compliant.
32	E.28.2 F.33	Criteria for the Award of Contract and Evaluation of Proposals	(see “Technical Evaluation Criteria” table and “Financial Proposal Form” – Section 7 below)
33	E.28.4	Post-Qualification Actions	N/A
34		Conditions for Determining Contract Validity	N/A
35		Other Information Related to the RFP ³	<p style="text-align: center;"><u>Guidelines Related to the Long Term Agreement</u></p> <p><u>Quantity</u>: It is expected that the selection process results in two (2) selected bidders.</p> <p><u>Duration and Price Adjustment</u>: It is expected that in this competitive process the selected bidders maintain their prices for at least 36 consecutive months.</p>

³ Where the information is available in the web, a URL for the information may simply be provided.

		<p>Clarifications or Claims of each Bidder to the evaluation's result.</p>	<p>All Bidders may request clarifications (debriefings) or present claims to the result of its own evaluation. The clarification request or claim shall be presented in writing, addressed to Resident Representative, Mr. Stephen O'Malley, and delivered to the same UNDP's address located in Data Sheet (DS no. 20) The clarification request or the claim shall be filed no later than 10 days after the technical evaluation results' notification. All claims shall be resolved according to UNDP's procedures. UNDP shall analyse the request responding to the interested party, also in writing, as soon as possible. In case that the claim is not considered applicable, the case shall be closed. Any claim that is received after the deadline established above, will not be considered.</p>
		<p>Other provisions</p>	<p>In the event that there should be only one technically responsive proposal, only one Travel Agency will be awarded.</p>

TECHNICAL EVALUATION CRITERIA

Summary of Technical Proposal Evaluation Forms		Score Weight	Maximum Points Obtainable	Proposer				
				A	B	C	D	E
1.	Company's Capacity	40%	400					
2.	Compliance with the Terms of Reference	30%	300					
3.	Proposed Personnel Qualifications	30%	300					
Total			1000					

	<u>Criteria and Sub Criteria</u>	<u>Sub Score</u>	<u>Category Sub Total</u>	<u>Maximum Points Obtainable</u>
i)	Form 1: Company's Capacity			400.00
	a) General experience as a Travel Agency accredited by IATA.		100	
	5 to 6 years in the travel agency business	40		
	6 to 7 years in the travel agency business	80		
	More than 7 years in the travel agency business	100		
	b) specific experience		100	
	Management of 1 to 5 corporate accounts of multinational companies and/or international organizations.	50		
	Management of more than 5 corporate accounts of multinational companies and/or international organizations.	100		
	c) installed capacity of the central agency (headquarters)		50	
	Reservations systems (2 or more)	25		
	Availability of infrastructure, equipment and furnishings	25		
	d) financial situation:		150	

	<u>Criteria and Sub Criteria</u>	<u>Sub Score</u>	<u>Category Sub Total</u>	<u>Maximum Points Obtainable</u>
ii)	Form 2: Compliance with Terms of Reference.			300.00
	a) offers less than 100% of the services required	0		
	b) complies satisfactorily with 100% of the services required	250		
	c) complies with and exceeds 100% of the services required and additional services.	300		
iii)	Form 3: Qualifications of the proposed personnel Weighted average shall be used with the Contract Manager (50%), Travel Supervisor (25%), and Customer Service Agent (25%)			300.00
	a) general experience		100	
	3 to 5 years in the travel agency business	75		
	More than 5 years in the travel agency business	100		
	b) specific experience		100	
	Management of 1 to 2 corporate accounts with multinational companies and/or international organizations.	50		
	Management of more than 2 corporate accounts with multinational companies and/or international organizations.	100		
	c) education and training		60	
	Technical level education	30		
	Secondary education	40		
	University education	60		
	d) Area related training (1 point for each training that is presented up to a maximum of 10 points)		10	
	e) language proficiency (English)		30	
	Regular or deficient level	0		
	Good level	20		
	Excellent level	30		
	Total points:			1000

Section 3: Terms of Reference (TOR)

1. BACKGROUND

The United Nations, (UN) was founded by 51 countries in 1945 after the Second World War, with the purpose of maintaining international peace and security, develop friendly relations among nations and promoting economic and social progress, improvement of living standards and human rights. Currently its Member States are 192, and are linked between them by the purposes and principles of the United Nations Charter.

Agencies, Funds and Programs of the UN System with programmatic cooperation, form part of the United Nations System (UNS) in a country.

Within our multi-country context, UNDP Barbados and the OECS aims to create an enabling environment where our national governments have the capacities for inclusive and sustainable human development; meet their regional commitments, and internationally agreed goals including the Millennium Development Goals. Operating in a context where five out of ten (10) countries are considered Net Contributor Countries (NCC), UNDP focuses on policy and knowledge advisory services that facilitate poverty reduction, improved democratic governance, sound environmental management, climate resilience, options for sustainable energy and building resilience to natural and man-made hazards.

The UNS has as a mandate to improve the coordination and efficiency of the cooperation of the United Nations' different agencies, committees, funds and programs, and to optimize the use of its resources. To that end, it periodically does joint purchases, within which is the acquisition of Travel Management Services.

2. BASIC OBJECTIVE

UNDP Barbados and the OECS Subregional Office wishes to sign a Long Term Agreement⁴ on behalf of the UNS with two Travel Agencies, for the provision of purchasing airline tickets at the regional and international level, as well as other related services. The services will be for the use of Agencies and appointees or for UNS duly assigned Agencies' Projects.

It is expected to have two (2) Travel Agencies:

Main Travel Agency: The Travel Agency that has achieved technical compliance and has provided the lowest price.

⁴ The term "Long Term Agreement" refers to a written agreement between UNDP and a supplier that is established for specific goods or services at prescribed prices or pricing provisions for a defined period of time, 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.

Secondary Travel Agency: This Travel Agency that has achieved technical compliance and has provided the second lowest price. The Secondary Travel Agency shall be used in the following circumstances:

- a) When in the opinion of the Agency of United Nations System the capacity of the Main Agency is being or will be exceeded, such as, in case of critical situations or natural disasters.
- b) When the net ticket price (airfare plus fees) is lower than that of the Main Agency
- c) When in the opinion of the Agency of United Nations System there is no compliance of the Terms of Reference by the Main Travel Agency.

The use of the Secondary Travel Agency will be duly evidenced and will take place by pre-approval of the respective Agency's Management. There will be regular monitoring of such approvals by the UNDP as Contract Manager.

It is expected to award two (2) LTA's, which will have an initial period of 1 year renewable after an evaluation of its services, for up to an additional period of 2 years, for a total of 3 years of service.

The Agencies, Funds or Programmes that can subscribe to a Long Term Agreement are:

1. Food and Agriculture Organization – Sub Regional Office (FAO)
2. United Nations Development Programme – Barbados and the OECS Subregional Office (UNDP)
3. United Nations Population Fund – Liaison Office (UNFPA)
4. United Nations Children's Fund – Regional Office (UNICEF)
5. UN Women – Caribbean Office
6. International Telecommunications Union – Regional Office (ITU)
7. Pan-American Health Organisation/World Health Organisation – Regional Office (PAHO/WHO)

The Travel Agencies should be aware that any other UNS Agency that wishes to adhere to the Long Term Agreement would do so with the same terms and conditions agreed by the parties.

3. COMPANY PROFILE AND PLACE WHERE THE SERVICES WILL BE PRESENTED:

Suitability and Physical Presence in Barbados: In its capacity as a travel agency formally established, **it should have offices in Barbados** and be duly authorized under the current laws and regulations in Barbados, as well as that of the international institutions (IATA, etc.) and national ones that regulated everything related with this industry, and provide the services that are indicated in this section.

The Agency shall have legal, technical and financial capacity to perform as a Travel Agency, licensed by IATA, with at least 5 years of experience, 3 positive references that can prove that it has provided satisfactory services to clients such as multinationals or international organizations in the last 5 years.

Financial Capacity: The companies shall present the last two audited financial reports (profit and loss and balance sheet of the years “2013 and 2012” or “2012 and 2011”), including the Auditors Report, or alternatively, a credit report (example: Dun & Bradstreet or another similar).

The Financial Statements that are presented should support the necessary financial capacity to execute the contract.

In the event that a Credit Report from Dun & Bradstreet or other similar it should have an indicator of 3 (+) or less or its equivalent to demonstrate satisfactory financial capacity.

In the event that financial statements or Credit Report are not presented, the proposal may be rejected.

The companies that do not comply with the minimum of 5 years of experience may be rejected.

In addition to the documentation submitted, the Travel Agencies that are selected may have to prove their financial capacity and provide, for their own account, a credit report with Dun & Bradstreet or another similar agency.

4. DURATION

Up to two (2) Long Term Agreements will be signed for a period of 12 months. The contract shall be reviewed at least once a year (after 11 months) and could be extended for up to 24 months more for a total period of 3 years.

5. CONTRACT SUPERVISION:

The Operations Management Team (OMT) which meets monthly shall manage the Contract through specially scheduled meetings twice a year, as well as through monthly updates at its normal meetings. This working team shall review the evaluations and the performance indicators, shall verify the services' costs and shall manage with the Main Travel Agency and the Secondary Travel Agency, adjustments in the terms of reference, if necessary.

6. PAYMENT:

Each Travel Agency shall invoice monthly and individually to each UNS Agency, Fund, Programme or Project and shall issue one Statement of Accounts during the month. This documentation shall be presented to the person in charge of each Agency, Fund, Programme or Project of the United Nations System. Each invoice will be made detailing the services rendered and shall include all the additional costs for the services rendered. Each Agency, Fund, Programme or Project of the United Nations System will review and manage its invoices and shall pay within 30 days of receiving its Statement of Account.

7. DESCRIPTION OF SERVICES REQUIRED

The travel agency shall provide the following basic services to the Agency, Fund, Programme or Project of the United Nations System (UNS) according to the following:

7.1 Travel Logistics

- a) Quotation of airline **tickets** for officials from the UNS's personnel that are requested. **In each case, the lowest fare based on UN travel rules and regulations shall be provided.**
- b) Prepare **travel itineraries** for each official trip before the traveller takes off, that include the following information: departure and arrival times to the different destinations, flight numbers, airline, number of hours in advance to be present at the airport, assigned seat, class, penalizations, requirements and restrictions that should be taken into account when the flight will take place, etc. In said itinerary the travel agency's telephone number and email address will be provided so that the travellers can contact the agency in case of emergencies. The travel agency will also request, the traveller's telephone number through which the traveller can be notified of any important information, such as airport closings, cancellations, flight delays or other changes.
- c) Make the respective **reservations** according to the agreed itinerary confirmations that the travellers remit and that are framed within UNS's guidelines and regulations.
- d) **Airline Tickets issued in situ:** the issuing of tickets will be made based on the UNS's approved itinerary, using at all times as a fundamental criteria, UNS's travel regulations, whose principle consists in applying the most direct route to the destination, **with the most economic tariff available.** The UNS shall provide the agencies that are selected in this competitive process; the UNS's detailed policies and regulations on traveling, as well as the corporate tariffs or discounts applicable with the different airlines, with the objective that these are applied by the persons that are assigned to provide the service.
- e) Perform the specific **allocation of seats** at the time of making the reservations (where appropriate). This has to be done taking into account any special consideration that the traveller may have (size, authorized class, preferences, etc.). Even though it is not the direct responsibility of the agency if the airline makes changes at flight time, the traveller should be alerted of such a situation, at the time of giving the ticket or indicate it in the itinerary that is provided.
- f) **Delivery/Sending the issued ticket,** the agency shall issue the eTicket to passengers email address provided at least 24 hours before the estimated departure time. In cases where travel is confirmed less than 24 hours prior to departure, eTickets will be issued immediately upon confirmation.
- g) **Invoicing and Periodic Report:** The invoicing of each ticket will be made separately, for each Agency, Fund, Programme or Project of the United Nations System, who will

be responsible for their payment and the provision of tax exemptions and the respective airline tickets.

The invoices shall be presented with the following attachments: a) an attached list indicating: traveller's name, travel date, route, ticket number, passenger's name and cost, b) a copy of the authorization and c) a complete photocopy of all the documentation. At UNTPG requirement, the Travel Agency shall issue periodic individual or joint consumption reports in an Excel format.

- h) **Additional Revenue Guarantee:** The LTA holders will be required to guarantee that all commissions, overrides, and other revenues generated from and directly attributable to the organization's business travel will be returned to the Organization in its entirety with a 100% guarantee. The Travel Agency's only source of revenue from the contract with the UN should be the service fees.

7.2 Other services

- a) Perform the **required changes or cancellations**, obtaining the corresponding reimbursements in favour of the agency that requested the ticket, when applicable.
- b) Shall manage the replacement or reimbursement to the UNS Agencies of **unused airline tickets**, according with the airlines' regulations.
- c) The travel agencies should train UNS personnel about existing ticket classes, the applicable restrictions of each and any other information that eases the good communication and service.
- d) **Any other service** that the travel agency can offer should be explicitly detailed indicating if it shall or not have costs for UNS and the respective amount. Example: Hotel Reservation on a global level, tours, etc.

- 7.3 UNDP will not assume any responsibility for the cost of any personal travel management of its personnel and/or dependents.

Annex A is added to the Terms of Reference. Airline Ticket Detail for reference of previous years and Annex B Performance and Quality Service Norms for Travel Agency's which should be complied by the selected Travel Agency(ies).

8. ASSIGNED PERSONNEL

- 8.1 The Travel Agency shall provide the name of one (1) person assigned to handle UNS travel requests on a full-time basis. The assigned personnel shall be located at the Travel Agency and shall be a highly qualified employee and shall act as the main focal point of the contract's daily operations between the travel agency and the UNS Agencies.

- 8.2** The agency shall be responsible to ensure a daily service, for which it should provide one person that covers the absences for different reasons that the assigned persons could have. In case that it is necessary to change any assigned personnel, it shall be done with the UNS's Agency previous consent.
- 8.3** The assigned personnel should not be changed without previous express consent of the respective UNS Agency, unless it is by force majeure or serious misconduct (irrevocable resignation, bad behaviour or similar) or at the request of the UNS Agency. They can be supported by the travel agency's additional personnel, as needed (messengers, travel agents, accountants, etc.) and the new personnel shall be evaluated and approved by the UNS Agency.
- 8.4** The proposed person **should** comply with the following requirements:
- General experience time in the media (minimum 5 years).
 - Experience with 1 or 2 corporate accounts of multinationals and/or international organizations.
 - Studies at diversified level, preferably at technical level related with the area.
 - Fluent in English
 - With sufficient maturity and experience to make decisions, able to learn and apply UNS's travel regulations.
 - Experience in providing travel management services, team-oriented and good communication skills.
 - Knowledge and management of reservations systems and type of tickets that are issued by the airlines.
 - Computer literate, with advance knowledge of computers (Microsoft Office software)

The minimum experience of personnel can be combined between them, giving an average of minimum 5 years of experience.

- 8.5** The travel agency shall provide the resume of the person, detailing their experience, qualifications, etc., according to the form provided in Section 6 – Point 3 "Personnel". UNS reserves the right to accept or not the persons proposed by the agency.

9. RESERVATION SYSTEMS

To offer an adequate service, the travel agency shall have at least one (1) reservations system used by major airline service providers (SABRE and/or AMADEUS).

10. SERVICE HOURS

Travel Agency (Main Office): From 08:00 to 17:00 hours, from Monday to Friday with continuous service. This will exclude national holidays observed in the country.

11. CONTACTS

11.1 Travel Agency will provide to the different Agencies a list of names, addresses, telephone numbers, and other contact information of all key personnel.

11.2 Travel Agency shall assign one or several members of its personnel who can be contacted to provide travel services in emergency cases, outside office house, on weekends, holidays or while the travel agency offices are closed. For that purpose the travel agencies shall provide contact information, and have the communication media accessible 24 hours a day for emergencies (telephone line, cellular or pager). This information shall be updated periodically.

ANNEX A

HISTORICAL DATA ON TRAVEL SERVICES – UN SYSTEM IN BARBADOS

YEAR	TICKETS ISSUED	USD\$ VALUE
2011	1,992	1,207,987
2012	1,574	1,022,655
2013	1,794	1,071,215

Frequent Destinations:

New York
Panama
Jamaica
Trinidad
Guyana
OECS Countries

ANNEX B

KEY PERFORMANCE INDICATORS FOR TRAVEL AGENCIES

Travel Agencies will provide services complying with the following key performance indicators:

Metric	Attribute	Definition	Expected Level
1. Booking services	Accuracy	Agency is able to comply with ToRs fully and free of o errors	Zero-Defects in registering passengers and booking as instructed, calculating fares and itinerary.
	Timeliness and Efficiency	Ability to deliver services on time and using minimum resources.	a. Confirm itinerary within a 2 hours of receiving a request. b. Updates reservation regularly, every 2 days.
2. Ticket Issuance	Accuracy	Agency is able to comply with ToRs fully and free of o errors	Zero defects in issuance.
	Timeliness	Ability to deliver services on time and using minimum resources.	3 working days before date of departure
3. Travel Documents	Accuracy	Agency is able to comply with ToRs fully and free of o errors	Zero defects due to incomplete documentation
	Timeliness	Ability to deliver services on time and using minimum resources.	10 working days before date of departure.
4. Billing	Accuracy	Ability to issue invoices free of errors	free of error or no discrepancies between invoices and attached supporting documents
	Clear reporting	Ability to issue invoices that accurately reflect services provided and easy to understand	Zero defect. No need to request clarifications or further explanations.
5. Pricing	Fair Price	Reasonable costs for services provided	Rates are equal or less than those offered in the market.
	Due diligence	Ability to quote competitive rates.	Rates quotes are equal or less tan preferential rates provided by airlines. Guaranteed that quotes are the lowest fare possible.
	Best Value	Competitiveness of rates quoted versus restrictions.	Same or better terms than those offered by airlines.

Section 4: Proposal Submission Form⁵

Barbados & the OECS
October 24, 2014

To: UNITED NATIONS DEVELOPMENT PROGRAMME

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for the provision of Travel Management Services, in accordance with your Request for Proposal **RFP141121-01** – Long Term Agreement for the Provision of Travel Management Services, dated 24th October 2014 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

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

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

We agree that this Proposal is valid for 90 days.

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

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

⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]

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

Proposer Information Form⁶

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
39. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. IATA Licence No. _____		
15. Size of Market and Geographical area where services are provided: 		

⁶ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

16. We enclose the following documents:

- All documents requested in the Data Sheet
- If a Joint Venture, Letter of Intention (applicable to Joint Ventures)
- Copy of IATA Licence

Joint Venture Partner Information Form (if Registered)⁷

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

RFP No.: *[insert number]*

Page _____ of _____ pages

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

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

Section 6: Technical Proposal Form

<p>TECHNICAL PROPOSAL FORMAT</p> <p>LONG TERM AGREEMENT FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES</p>

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION					
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p>					
<p>1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</p>					
<p>1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant. Include any indication of credit rating, industry rating, etc.</p>					
<p>1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.</p>					
Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR 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 methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.4. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.5 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.6 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet indicating the personnel who will be assigned to the contract and their specific roles and time allocation which will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: *Any changes to assigned personnel must be approved by UNDP and should be at no additional cost. spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Contract Manager, Travel Supervisor, Customer Service Agent(s), Billing & Travel Statistics) that will be provided to support the implementation of this project (the CV of the Billing & Travel Statistics person will not be included in the technical evaluation). CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
_____		_____
Signature of the Nominated Team Leader/Member		Date Signed

Section 7: Financial Proposal Form⁸

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. The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The format shown below must be used to prepare the Financial Proposal.

The below declared prices will be those applicable in evaluating the Long Term Agreement and shall be valid for the full three (3) years of the LTA.

FINANCIAL PROPOSAL				
RATES			<i>Official Use Only</i>	
Description		Unit Price (In USD)	%	TOTAL
1	Price for ticket issuance of international flights		55%	
2	Price for ticket issuance of regional flights		45%	
GRAND TOTAL				

Additionally, please quote other services that may be provided but which will NOT be included in the evaluation:

OTHER SERVICES

Description		Unit Price
1.	Other Services: (please specify)	
2.		
3.		

⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Section 8: FORM FOR PROPOSAL SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated [Click here to enter a date.](#), to execute Services (hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:

Name of Bank:

Address:

Section 9: FORM FOR PERFORMANCE SECURITY⁹

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [Click here to enter text](#). dated [Click here to enter a date](#) ., to execute Services (hereinafter called “the Contract”):

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:

Name of Bank:

Address:

⁹ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template

Section 10:
STANDARD AGREEMENT

between

THE UNITED NATIONS DEVELOPMENT PROGRAMME

and

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

THIS AGREEMENT is made this _____ day of _____, 2014, by and between the United Nations Development Programme, a subsidiary organ of the United Nations, acting for itself and on behalf of the other participating organizations in the United Nations system in Barbados & the OECS located at _____ (hereafter, "**UNDP**"), and _____, a company organized under the laws of _____, and having its principal offices located at _____ (hereafter, the "**Travel Agent**").

WITNESSETH

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

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

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

Definitions:

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

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

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

"**Country**" shall mean, [NAME OF THE COUNTRY].

"**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, hotel reservations and related services (visa service, travel insurance, car rental) (hereafter the "Travel Management Services") by the Travel Agent.

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

ARTICLE 2: Responsibilities of the Travel Agent

2.1 Travel Management Services, as may be requested by UNDP or any of its Associated Agencies provided by the Travel Agent shall include:

(a) onward air fare, rail and ground transportation, hotel and car rental reservations and travel insurance; whenever possible, discount rates for car rentals, public carriers on a world-wide basis;

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

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

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

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

- (f) investigation on any complaints from Travellers and follow up the recovery of lost baggage;
- (g) executive club facilities at transfer points;
- (h) organization of travel plans for UNDP meetings and conferences;
- (i) organization of seminars on travel and ticketing for UNDP Travel Unit staff.

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

2.3 The qualifications and experience of any employees whom the Travel Agent may assign to perform the Travel Management Services hereunder shall be the same, or better, as those specified in the Travel Agent's Proposal. The Travel Agent shall provide UNDP 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 UNDP

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, UNDP may provide suitable office space, in its office premises in accordance with the Conditions for Use of Office Space (Annex A) 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 installments, 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, and shall be paid the agreed fees as per submitted proposal.

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:

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

(b) 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 month the Travel Agent shall submit a statement of account with supporting documents for reimbursement. The statement of account shall show for each transaction, the country and currency in which all costs were incurred by UNDP, 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 a period of ___ year(s) from _____ to _____ unless terminated sooner by UNDP on provision of fourteen (14) days' notice in writing.

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

ARTICLE 8: Notices

8.1 Any notice or other communication required under this Agreement shall be in writing and deemed to be properly 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 B). In the case of any inconsistency between the documents referred to in this Agreement, the terms of this Contract and of the UN General Conditions shall prevail over the terms of the UNDP's RFP, which shall, in turn, prevail over the terms of the Travel Agent's Proposal.

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

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

ACCEPTED:

ACCEPTED:

FOR THE TRAVEL AGENT:

FOR UNDP:

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____



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 fulfil its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by

the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

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

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

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

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

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