

REQUEST FOR PROPOSALS

**Long Term Agreement for the Provision of Travel Management
Services to UNDP and other UN Agencies in Ukraine**

Ukraine



United Nations Development Programme

January, 2015

Section 1. Letter of Invitation



Kyiv, Ukraine
January 15, 2015

RFP UKR/2015/01

Long Term Agreement for the Provision of Travel Management Services to UNDP and other UN Agencies in Ukraine

Dear Bidders,

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 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- 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 – Contract for Travel Management Services.

Your offer, comprising of a Technical and Financial Proposal, in separate archive files, 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
procurement.ua@undp.org
Attention: Procurement Unit

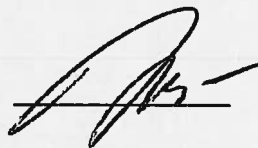
The letter preferably should be received by UNDP no later than January 21st 2014. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

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,

A handwritten signature in black ink, appearing to be 'K. Kiva', written over a horizontal line.

Mr. Kostyantyn Kiva

UNDP Operations Manager

Section 2: Instruction to Proposers¹

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) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“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
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“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.
- i) *“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.
- j) *“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.
- k) *“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.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.

¹ 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.**

- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective 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.
- n) *“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/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ 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 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://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.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 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 endeavor 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). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

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 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).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 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 reject the Proposal, 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 rendering the effectivity of 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). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is

quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

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.

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.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance,

however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 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 labeling by the Proposer.
- 23.2 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).
- 23.3 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 initialed 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.
- 23.4 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.

24. 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.

25. Withdrawal, Substitution, and Modification of Proposals

25.1 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.

25.2 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".

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 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.

26. 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.

27. 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

28. 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.

29. Evaluation of Proposals

29.1 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.

29.2 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.

29.3 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:

<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = Total Average Score Obtained by the Offer</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x Maximum Obtainable Financial Score</p> <p><u>Total Combined Score:</u></p> <p>TP Score + FP Score=Total Combined and Final Score of the Proposal</p>

29.4 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.

30. 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.

31. 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.

32. Nonconformities, Reparable 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

33. 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/procurement_protest/ for details)

34. Award Criteria

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

35. 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.

36. 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.

37. 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.

38. 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.

39. 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/procurement/protest.shtml>

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.

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Long Term Agreement for the Provision of Travel Management Services to UNDP and other UN Agencies in Ukraine
2		Title of Services/Work:	Travel services for the UN system in Ukraine
3		Country:	Ukraine
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> Ukrainian/ Russian
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <i>[if yes, describe how, and ensure that requirements properly define the sub-parts]</i> <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

			evaluated score.
7	C.22	A pre-proposal conference will be held on:	Time: 11-00 Date: 1/22/2015 Address: 1, Klovsy Uzviz, Kyiv Venue: Aleksanyan conference hall Contact person: Procurement Unit Telephone: +38 044 253 93 63
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Required Amount: USD 7,000.00 Form: Bank guarantee <input type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security 3	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template) <input type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check <input type="checkbox"/> Other negotiable instrument <input type="checkbox"/> Cash (exceptionally, if none of the other forms are feasible) <input type="checkbox"/> Others [pls. specify]
11	B.9.5 C.15.4 a)	Validity of Proposal Security	90 days from the last day of Proposal submission. Proposal Security of unsuccessful Proposers shall be returned.
12		Advanced Payment upon signing	<input type="checkbox"/> Allowed up to a maximum of ____% of contract ⁴

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

⁴ If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

		of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed <input type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : _____ Max. no. of days of delay : _____ After which UNDP may terminate the contract.
14	F.37	Performance Security	<input type="checkbox"/> Required Amount : _____ Form: _____ <input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) – strongly advised to use as a risk mitigation measure against the impact of the local currency devaluation. <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency – can be considered. <i>Reference date for determining UN Operational Exchange Rate: February 2015, please refer to treasury.un.org</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ⁵	Focal Person in UNDP: Procurement Unit Address: 1, Klovsky Uzviz, 01021 Kyiv, Ukraine Facsimile: n/a Fax No. :+38 044 253 2607 E-mail address dedicated for this purpose: procurement.ua@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

		queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website ⁶ http://procurement-notice.undp.org
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1 Copies : 0
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Tenders.ua@undp.org <u>Please note that bids received through any other address will not be considered.</u>
21	C.21 D.24	Deadline of Submission	Date and Time : February 12, 2015 11:59 PM Kyiv time
22	D.23.2	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ⁷
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: tenders.ua@undp.org <input checked="" type="checkbox"/> Format : PDF files preferred in ZIP archives only, financial proposal MUST BE password protected. (other types of archive can cause fail during opening of proposals) <input checked="" type="checkbox"/> Password to financial proposal must not be provided to UNDP before the date and time of Bid Opening as indicated in No. 24 and before the UNDP request. Procurement Unit will request each Proposer to provide the password by email. <input checked="" type="checkbox"/> Max. File Size per transmission: [5 MB] <input checked="" type="checkbox"/> Max. No. of transmission : [5] <input checked="" type="checkbox"/> No. of copies to be transmitted : [1] <input checked="" type="checkbox"/> Mandatory subject of email : RFP UKR/2015/01 <input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: [Files should not contain any viruses or malware software.]

⁶ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

⁷ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

			<input checked="" type="checkbox"/> Digital Certification/Signature: Please protect your financial proposal (archive) with password! <input checked="" type="checkbox"/> Time Zone to be Recognized: [Kyiv +2] <input checked="" type="checkbox"/> Other conditions: <i>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. Failure to provide readable files will result in the proposal being rejected.</i>
24	D.23.1	Date, time and venue for opening of Proposals	Not applicable for public bid opening.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input type="checkbox"/> Lowest financial offer of technically qualified Proposals <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 3 years

			<input checked="" type="checkbox"/> Copy of Valid IATA Accreditation Certificate (2 year IATA membership is a minimum requirement) <input checked="" type="checkbox"/> Copy of valid license to provide travel management services in the current location of office or factory. <input checked="" type="checkbox"/> Volume of sales for the last 2 years as follows: a) annual number of tickets issued; b) annual amount (monetary value) of air tickets sold in 2013 and 2014. <input checked="" type="checkbox"/> List of name(s) and address(s) of main and branch office (s) (if any) worldwide; <input checked="" type="checkbox"/> Duly signed Technical and financial (password protected) proposals as per Sections 4-7; <input checked="" type="checkbox"/> Duly furnished form for proposal security; <input checked="" type="checkbox"/> CVs of responsible staff highlighting experiences in servicing similar contracts, including relevant certificates, accreditations and awards received as per Section 6.
27		Other documents that may be Submitted to Establish Eligibility	<input checked="" type="checkbox"/> List of corporate clients highlighting similar contracts for clients of comparable business nature and/or size as UNDP/UN; <input checked="" type="checkbox"/> List of embassies where companies have accreditation (for visa purposes); <input checked="" type="checkbox"/> List of airlines your agency sells air tickets on behalf of, if any.
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	
29	C.15.2	Latest Expected date for commencement of Contract	April 1 st , 2015
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Up to 3 years, in the following manner: Duration of initial contract - 1 year with a possibility to extend for 2 additional one-year periods subject to satisfactory supplier/s performance.
31		UNDP will award the contract to:	<input type="checkbox"/> One Proposer only <input checked="" type="checkbox"/> One or more Proposers, depending on the following factors: 2 Proposers having achieved the highest

			score according to Criteria for the Award of Contract and Evaluation of Proposals, with the intermediate prices comparison during contract validity period as described in the TOR.
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; <input type="checkbox"/> Others
34		Conditions for Determining Contract Effectivity	<input type="checkbox"/> UNDP's receipt of Performance Bond <input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance <input type="checkbox"/> Others <i>[click here to specify]</i> .
35		Other Information Related to the RFP ⁸	<u>Administrative Requirements:</u> Submitted offers will be reviewed on "Pass" or "Fail" basis to determine compliance with the below formal criteria/ requirement s: <ul style="list-style-type: none"> ✓ Offers must be submitted within the stipulated deadline ✓ Offers must meet required Offer Validity

⁸ Where the information is available in the web, a URL for the information may simply be provided.

		<ul style="list-style-type: none"> ✓ Offers have been signed by the proper authority ✓ Offers include requested company documentation, including proposal security and documentation regarding the company's legal status and registration ✓ Offers must comply with general administrative requirements: <ul style="list-style-type: none"> a) properly registered and licensed company b) at least 3 years of experience in the required area c) access to Global Distribution System d) IATA accredited (minimum 2 years) e) Minimum air ticketing turnovers of 3000 tickets and 1,500,000 USD annually for the past 2 years. <p>Other information is available on http://www.undp.org.ua/en/tenders; For the information , please contact procurement@undp.org.ua</p>
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A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

In the First Stage, the technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and as per Evaluation Criteria specified in the tables below. In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be reviewed.

Overall evaluation will be completed in accordance with cumulative analysis scheme, under which the technical and financial aspects will have pre-assigned weights of 70% and 30% of the overall score respectively. The lowest cost financial proposal (out of technically compliant), calculated as per table for financial evaluation below, will be selected as a baseline and allocated the maximum number of points obtainable for financial part (i.e. 300). All other financial proposals will receive a number of points inversely proportional to their quoted price; e.g., $[300 \text{ points}] \times [\text{lowest price}] / [\text{quoted price}]$.

The winning proposal/s will be the one/s with the highest number of points after the points obtained in both technical and financial evaluations, respectively, are added up. The contract will be awarded to the Offeror/s that submitted the winning proposal/s.

Technical criteria:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Years of Establishment and Reputation of Travel Agency	26%	180
2.	Travel Agency Capability and Expertise	48%	335
3.	Key Personnel (UN-dedicated Senior Travel Consultant)	26%	185
Total			700

Technical Proposal Evaluation Form 1		Points obtainable
Years of Establishment and Reputation of Travel Agency:		
1.1	Company profile - <i>20 points max</i>	20
1.2	Years in business – <i>40 points max (3 year minimum requirement – 25 points, 3 points for every additional year, but no more than 15 points)</i>	40
1.3	Years of IATA membership - <i>40 points max (2 year minimum requirement – 20 points, 5 additional points for every additional year, but not more than 20 points)</i>	40
1.4	Financial stability (<i>40 points max, balance sheet and income statement data</i>)	40
1.5	Reputation and experience in servicing similar contracts (based on references and recommendation letters provided) – <i>40 points max (references from IATA Air Carrier – 5 points for every recommendation, 25 points max; recommendations from international organizations, embassies, medium to large businesses – 3 points for every recommendation, 15 points max)</i>	40
Total Part 1		180

Technical Proposal Evaluation Form 2		Points Obtainable
Travel Agency Capability and Expertise		

2.1	Number of branch office(s) around the country/worldwide – <i>max 30 points (1 branch minimum – 15 points, 3 points for every additional branch in the country and/or worldwide, but no more than 15 points)</i>	30
2.2	Number of qualified staff employed - <i>20 points max: 10 or less qualified staff – 5 points, 11-15 -10 points, 16-20 -11-15 points, 21-25 experts and over – 16-20 points)</i>	20
2.3	Membership in global travel management associations – <i>20 points max</i>	20
2.4	Volume of sales for the past 2 years – <i>max 110 points:</i> - minimum 3000 tickets sold annually - 30 points, 2.5 points for every additional 1000 tickets but not more than 25 points - minimum value/turnover of tickets sold annually –USD 1,500,000 - 30 points, 2.5 points for every additional 500,000 but not more than 25 points).	110
2.5	Availability of reservation booking systems – <i>50 points max (1 booking system minimum requirement - 40 points, 5 points for every additional booking system but no more than 10 points)</i>	50
2.6	Quality Assurance procedures in place – <i>40 points max</i>	40
2.7	Experience in provision of supplementary services (visa support, accommodation arrangement, logistics etc. as per para 7 of the “Scope of Work” of the ToR	40
2.8	Overall presentation of the proposal, sequence of activities and logical planning (assessed based on the Proposer’s overall description of the scope of services proposed as per section 2 of the Technical Proposal)	25
	Total Part 2	335

Technical Proposal Evaluation Form 3		Points Obtainable
Key Personnel (Senior Travel Consultant dedicated to UNDP/UN)		
3.1	Certificates or diploma in travel management services – <i>60 points max (at least one certificate or diploma in travel/air tickets reservation/booking system – 40 points, 5 points for every additional certificate but not more than 20)</i>	60
3.2	IATA certified staff member in travel management - <i>20 points max</i>	20
3.3	Proven successful field experience in the similar assignments/projects with acknowledged results – <i>90 points max (3 year experience minimum requirement – 50 points, 10 points for every additional year but no more than 40)</i>	90
3.4	Language Qualifications – <i>15 points max (fluency in Ukrainian and Russian, intermediate English – 10 points, (fluency in Ukrainian, Russian and English – 15 points)</i>	15
	Total Part 3	185

Financial criteria:

The price of the quoted proposal will be calculated as per following table, where UNDP provides the

Proposers with the historical data ((1) – (2)) and the Proposers are requested to fill in the respective service fees charged per air ticket issued (3). The price proposal will be then calculated as the weighted result of the calculation, defined below as (5).

Total price of the proposal, representing projected yearly expenses (the lowest figure=Lowest Priced Offer) will be used as a basis for financial evaluation under current RFP in accordance with the defined above evaluation method.

Destination	Historical sales volume, 2014, USD (1)	Historical sales volume, 2014, number of tickets (2)	Service fee charged by the travel agency per ticket, USD (3) (to be filled in by the Proposer)	Total price proposal (4)=(3)*(2), USD
European	244,606.09	543		
Intercontinental	151,285.12	114		
Local (Ukraine)	121,292.07	727		
CIS	89,717.82	268		
Others	66,091.79	197		
Total	672,992.88	1,849.00		(5) = Σ (4)

Section 3: Terms of Reference (TOR)⁹

BACKGROUND

UNDP wishes to enter into a Long Term Agreement (LTA) with the most competent Travel Agencies to serve all its travel ticketing services.

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

- Official missions, meetings and various events;
- Interviews of applicants / candidates for employment;
- Appointment and repatriation of staff and family members;
- Home leaves, emergency travels, and educational leaves;
- Visit to project sites, by UNDP staff, Government and counterparts, or other entities and
- Personal travel of personnel.

OBJECTIVE

UNDP is hereby undertaking a solicitation of proposals from Travel Agencies who are interested to provide various Travel Management Services regularly required by the UNDP and other UN agencies in Ukraine. All management and administrative products, current and emerging, which assist in the support of the authorized travel, fall within the scope of the proposal.

GENERAL PROVISIONS

1. The initial contract shall be concluded for a period of 1 (one) year and may be extended for 2 (two) additional 1 (one)-year terms at the discretion of the procuring UN entity subject to satisfactory performance by the Contractor/s.

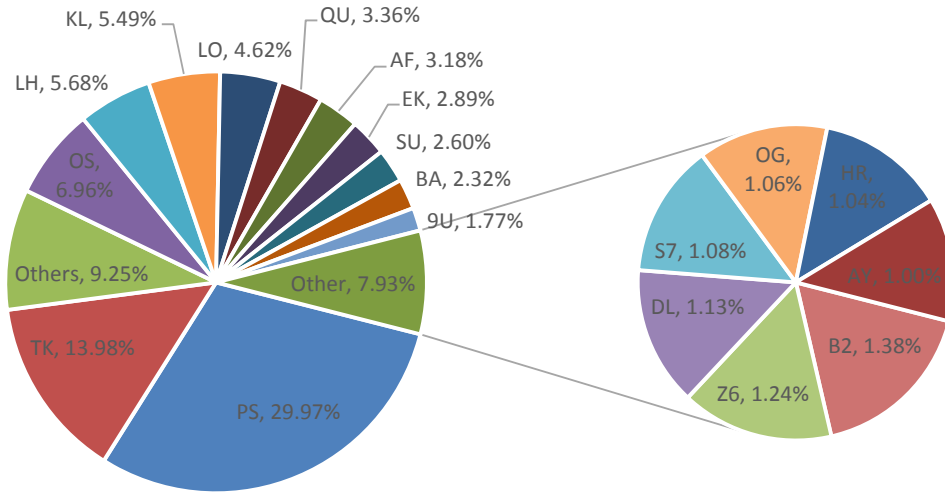
2. Based on past expenditures (years 2013-2014), the estimated turnover on travel services within three (3) years for Travel Management Services is estimated at USD 2,200,000. While there is no expected travel budget, ticketing volume in the years to come is expected to remain at the comparatively similar levels.

For the Proposers to estimate the sales volumes under the current RFP, we are providing the past statistics for the travel services procured by UNDP/UN below:

2a) Most used airlines:

⁹ This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

TOP 20 Airlines, 2013-2014



Airline Codes:

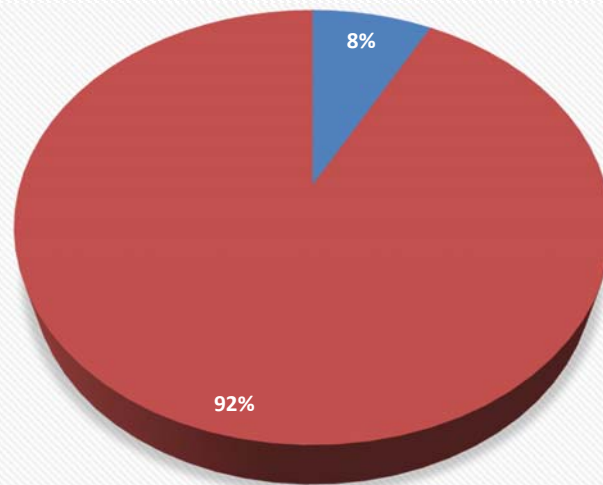
9U Air Moldova
AF Air France
AY Finnair
B2 Belavia
BA British airways
DL Delta Air Lines
EK Emirates
HR Hanh Air
KL KLM
LH Lufthansa
LO LOT
OG Air Onix
OS Austrian Airlines
PS Ukraine Intl
QU Airline Utair Ukraine
S7 S7 Airlines
SU Aeroflot
TK Turkish Airlines
Z6 Dniproavia

City Codes:

BAK Baku
BRU Brussels
DNK Dnepropetrovsk
EBB Entebbe
GVA Geneva
HRK Kharkov
IST Istanbul
KBL Kabul
LED Saint Petersburg
LON London
LWO Lvov
MCO Orlando
MSQ Minsk
ODS Odessa
SIP Simferopol
TBS Tbilisi
UDJ Uzhgorod
VIE Vienna

2b) Service classes:

Service Class Comparison, 2013 - 2014



■ Business Class ■ Economy Class

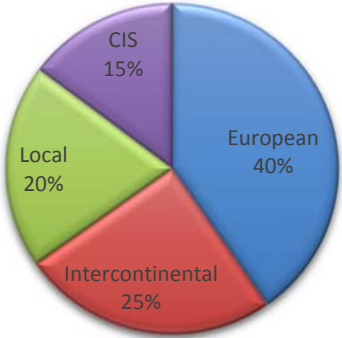
2c) Detailed statistics per airlines, 2013-2014:

Air Carrier	Historical sales volume, USD, 2013	Historical sales volume, number of tickets, 2013	Historical sales volume, USD, 2014	Historical sales volume, number of tickets, 2014	Average annual sales volume, USD, 2013 - 2014	Average annual sales volume, number of tickets, 2013-2014
PS	181,156.35	542	251,944.29	849	216,550.32	695.5
TK	130,325.32	185	71,673.66	123	100,999.49	154
LH	52,452.92	112	29,632.31	48	41,042.61	80
OS	59,314.56	90	41,315.08	77	50,314.82	83.5
KL	44,063.66	38	35,284.23	31	39,673.95	34.5
QU	40,748.15	234	7,754.12	63	24,251.14	148.5
LO	32,264.83	77	34,533.93	78	33,399.38	77.5
9U	18,652.75	73	6,861.97	22	12,757.36	47.5
BA	15,734.01	17	17,732.93	22	16,733.47	19.5
AY	13,791.08	6	702.50	1	7,246.79	3.5
DL	12,138.02	12	4,184.87	4	8,161.45	8
AF	21,003.93	21	24,960.63	23	22,982.28	22
J2	8,818.29	21	2,203.99	5	5,511.14	13
EK	15,127.51	22	26,600.48	28	20,863.99	25
S7	15,644.22	38	0.00	0	7,822.11	19
OG	15,252.80	79	0.00	0	7,626.40	39.5
SU	22,800.62	41	14,773.03	23	18,786.83	32

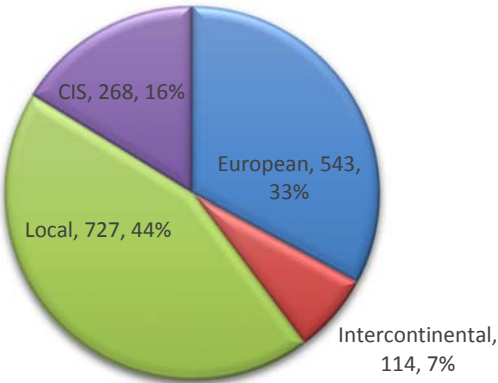
M9	5,185.74	39	3,953.69	37	4,569.71	38
B2	7,328.34	35	12,639.88	57	9,984.11	46
KI	2,863.77	9	0.00	0	1,431.89	4.5
BT	2,804.45	6	0.00	0	1,402.23	3
WU	2,301.29	10	6,398.45	22	4,349.87	16
HR	8,397.41	22	6,652.93	16	7,525.17	19
HY	2,032.65	7	0.00	0	1,016.33	3.5
RJ	2,003.52	3	505.24	7	1,254.38	5
KC	2,730.38	8	2,183.39	7	2,456.89	7.5
FV	1,696.23	9	0.00	0	848.12	4.5
Z6	1,454.03	9	16,429.29	109	8,941.66	59
UT	1,254.98	5	2,183.46	2	1,719.22	3.5
SN	1,254.47	3	807.35	2	1,030.91	2.5
UN	5,822.14	22	0.00	0	2,911.07	11
FZ	843.87	1	0.00	0	421.94	0.5
JP	741.90	1	0.00	0	370.95	0.5
OV	2,123.16	8	0.00	0	1,061.58	4
AZ	579.88	2	0.00	0	289.94	1
A3	501.55	4	0.00	0	250.78	2
OK	474.67	1	0.00	0	237.34	0.5
W2	430.88	2	0.00	0	215.44	1
SK	369.82	1	484.58	1	427.20	1
SA	264.11	1	0.00	0	132.06	0.5
DE	256.97	1	0.00	0	128.49	0.5
Wi	230.20	2	0.00	0	115.10	1
IL	120.10	44	0.00	0	60.05	22
KK	61.30	1	0.00	0	30.65	0.5
A9	0.00	2	0.00	0	0.00	1
VV	-771.43	11	0.00	0	-385.72	5.5
YE	0.00	0	11,743.51	70	5,871.75	35
KQ	0.00	0	1,080.50	1	540.25	0.5
TP	0.00	0	313.52	1	156.76	0.5
U2	0.00	0	222.20	3	111.10	1.5
LX	0.00	0	11,715.16	12	5,857.58	6
YO	0.00	0	4,346.95	4	2,173.47	2
Others	19,421.40	28	21,174.77	101	20,298.09	64.5
Total	772,066.80	1905	672,992.88	1849	722,529.84	1877

2d) Statistics by destination (only 2014 is shown in the charts since, reflecting the recent events in the country political and economic situation, the flight statistics has changed):

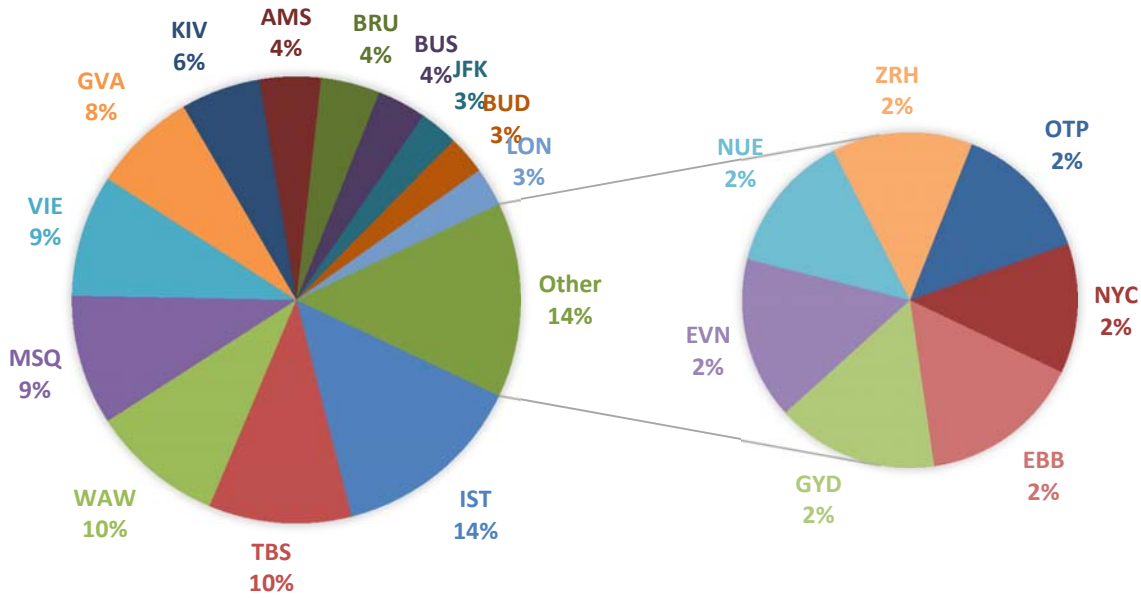
SALES VOLUME SPLIT BY DESTINATION, 2014



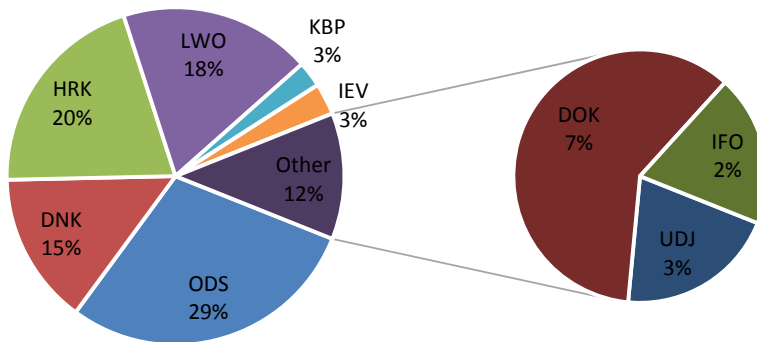
TICKETS SPLIT BY DESTINATION , 2014



TOP 20 INTERNATIONAL DESTINATIONS, 2014 (BASED ON NUMBER OF TICKETS)



TOP local destinations, 2014 (based on number of tickets)



2e) Detailed statistics per destination:

Destinations	Historical sales volume, monetary value, 2014	Historical sales volume, number of tickets, 2014
European	244,606.09	543
Intercontinental	151,285.12	114
Local (Ukraine)	121,292.07	727
CIS	89,717.82	268
Others	66,091.79	197
Total	672,992.88	1,849.00

Local (in-country) destinations	Historical sales volume, monetary value, 2014	Historical sales volume, number of tickets, 2014
ODS	34,969.95	211
DNK	23,697.90	106
HRK	23,322.16	148
LWO	15,737.38	134
DOK	7,869.16	53
KBP	6,266.64	18
IEV	4,522.53	22
UDJ	3,327.52	18
IFO	1,578.82	17
Total	121,292.07	727.00

European destinations	Historical sales volume, monetary value, 2014	Historical sales volume, number of tickets, 2014
IST	39,503.47	95
VIE	30,088.02	60
WAW	26,048.57	65
GVA	20,789.14	51
AMS	12,338.21	30
BRU	11,441.64	29
CDG	9,183.63	8
NUE	7,874.19	13
FRU	6,193.58	10

OTP	5,797.82	13
BUD	5,657.31	19
LHR	5,373.11	5
HEL	5,274.51	11
LON	5,024.17	19
DUB	4,846.69	8
WRO	4,754.40	12
LIS	4,655.80	8
FRA	4,307.85	8
LGW	3,249.34	7
CMN	3,056.87	4
OSL	2,952.17	10
MIL	2,873.58	8
AYT	2,581.45	5
VAR	2,417.02	4
AGP	2,300.52	5
SKP	2,230.48	2
PRN	2,195.33	6
ADB	2,179.73	3
PRG	2,142.09	6
BEG	2,107.88	6
EDI	1,870.27	5
ROM	1,693.78	4
SJJ	1,603.46	4
Total	244,606.09	543.00

CIS destinations	Historical sales volume, monetary value, 2014	Historical sales volume, number of tickets, 2014
TBS	21,931.87	70
MSQ	15,284.98	64
KIV	13,302.65	39
BUS	11,225.95	24
GYD	6,752.15	15
EVN	6,445.95	15
DYU	4,474.45	8
KUT	4,051.29	10
ALA	2,959.58	8
MOW	1,797.32	9
LED	1,491.64	6

Total	89,717.82	268.00
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Intercontinental destinations	Historical sales volume, monetary value, 2014	Historical sales volume, number of tickets, 2014
ABJ	5,382.44	7
BOS	3,028.29	1
EBB	12,343.15	15
FIH	8,190.71	9
IAD	2,101.56	3
JFK	27,551.83	19
KBL	4,529.31	4
KGL	1,502.42	1
KRT	1,852.46	1
MEL	2,460.09	1
MLW	1,800.00	1
NBO	1,586.58	1
NYC	17,230.40	12
PEK	4,032.15	2
PHL	4,939.52	2
PNH	8,413.23	5
PTY	24,156.95	5
PVR	2,920.27	2
ROB	5,008.69	5
WDH	1,828.72	2
YTO	2,650.89	3
ZRH	7,775.47	13
Total	151,285.12	114

3. While UNDP intends to establish the LTA there is no fixed committed contract amount and UNDP reserves the right to utilize other sources at its discretion to assure value for money.

4. It is anticipated to award the contract to **2 qualified suppliers** as a result of this RFP. UNDP may arrange a mini-competition among the 2 LTA holders when the services are required and award the Purchase Order(s) to the LTA holder offering the lowest price for requested services. The service standards to be provided must be of the highest order, and responses to specific criteria concerning service elements will be weighted heavily.

5. **IMPORTANT:** due to recent development of political and economic situation in the country, ad-hoc/immediate travel of the UN agencies personnel has increased significantly. **Travel service provider/s are therefore requested to provide a 24/7 contact support person for the purposes of UN staff travel**

support in such cases. The UN-dedicated Senior Travel Consultant must have 24/7 access to the booking system and have the possibility to provide support as may be requested in the emergency situations.

6. UNDP recognizes the importance of confidentiality of the data provided: the proposal information and the travel itineraries and reservations of its travelers. Accordingly, the selected agency must keep confidential all dealings with UNDP and the UN Agencies.

TRAVEL POLICY:

Current air travel policy requires the Travel Agent(s) in all cases to book the lowest available fares/the most direct and economical options and to research alternate itineraries (at least three options, if available) in order to provide the lowest appropriate fares, which satisfy the UN/UNDP travel policies and mission requirements. The UN travel policies embody the following basic principles which, however, are subject to subsequent revision:

1. Where available, use of the lowest applicable fare (including penalty fares) is the preference;
2. Full economy fares may be used if no appropriate reduced fares are available;
3. Business class travel or equivalent may be applicable only in limited situations;
4. Travel regulations prohibit first-class travel except for a few specific categories;
5. The Travel Agent must be knowledgeable of and prepare to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares which entail restrictive conditions (such as penalties or stay-overs), however, shall only be booked with the express approval of UNDP;
6. The Travel Agent shall, where appropriate, attempt to obtain free business class and first class upgrades for UNDP travelers. Any upgrades should be used for the cost-savings purposes.

SCOPE OF WORK AND EXPECTED OUTCOMES

The travel agencies shall provide full, prompt, accurate and expert international travel products and services to staff of the UNDP. The products and services include, but are not limited to, the following:

1) Reservation and Ticketing:

- For every duly approved UNDP Travel Authorization, travel agency shall immediately make bookings and prepare appropriate itineraries and formal quotation based on the lowest fare and the most direct and convenient routing; if reservations made by the travel agency are not at the lowest available rate allowed, at the time of ticketing, the Travel Agency shall refund the difference to UNDP.
- In the event of loss, travel agency shall immediately replace airline/train tickets;
- In the event that required travel arrangement cannot be confirmed, travel agency shall notify UNDP of the problem and present alternative routings/quotations for considerations;
- For wait-listed bookings, travel agency shall provide regular daily feedback on status of the flight;
- Travel agency shall reconfirm and revalidate airline/train tickets, re-issue tickets which are returned as a result of changed routing or fare structures and printed itineraries;
- Travel agency shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in printed and/or electronic format) showing the accurate status of the airline on all segments of the journey;

- Travel agency shall accurately advise UNDP of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- Travel agency shall provide information on airline/train tickets schedules.

2) Airfares and Airlines Routings / Itineraries

- Upon the request of UNDP for a new requirement, the travel agency must provide minimum two itineraries;
- Travel agency shall propose fares/airline routings and guarantee that it shall obtain the lowest available airfare for the journey concerned. Such journeys shall be the most direct and economic routing.
- The travel agency may be requested to provide business class tickets where the travel time exceeds nine (9) hours in duration with a maximum four (4) hours break between flight segments;
- Travel agency shall ensure that tickets issued are in accordance with entitlements prescribed in UN agencies Travel Authorization;
- The travel agency shall assist UN agencies in negotiating with airlines on preferred fare conditions, such as ticketing deadlines to be as flexible as possible (i.e. until the date of commencement of particular travel); **initiate, facilitate and negotiate the additional agreements with the airlines for establishing the discount rates provided to UN/UNDP** and
- The travel agency shall advise UN agencies of market practices and trends that could result in further savings for them, including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting.

3) Travel Information / Advisories

- Travel agency shall provide quick reference for requested destinations;
- Travel agency shall provide travelers with a complete automated itinerary document to include carrier(s), flight and voyage numbers, departure and arrival times (s) for each segment of the trip, tax exempt information, etc.;
- Travel agency shall inform travelers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, hidden stops, and other inconveniences of the itinerary and provide required documentation for travels;
- Upon request of UNDP, travel agency shall provide travelers with online and offline relevant information on official destinations, i.e. visa requirements, security procedures, airport transfers/land transportation facilities, local points of interest, currency restrictions/ regulations, health precautions, weather conditions, etc.; and
- Travel agency shall promptly notify UNDP Travel Administrator or traveler/s (if contacts are provided by UNDP) of airport closures, delayed or cancelled flights, as well as other changes that might affect or will require preparations from travelers, sufficiently before departure time;

4) Billing and Invoice

- Travel agency shall send an itemized official invoice to UNDP Travel Administrator or relevant focal points from other UN agencies as relevant immediately upon the ticket issuance for all transactions. The invoice should reflect the actual cost as offered by the airlines, substantiated by evidence and added to it the travel service provider/s service fees. UNDP shall provide payment to the Travel agency by means of bank transfer after the approval of transactions. The invoice, VAT tax certificate (if applicable), act of acceptance of services provided in hard copies should be submitted to UNDP/UN in addition to the payment request of the Airlines in regards to the specific ticket requested by UNDP/UN.

5) Flight Cancellation / Rebooking and Refunds

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

6) Management Reporting System

Travel agency shall submit the following reports on a regular basis:

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

7) Availability of Other Products and Services as May Be Requested

- The Travel Agent(s) shall assist the UN/UNDP in obtaining visas. This assistance shall consist of providing information on a country visa requirements, forms and applications for visa requests, providing visa information to travelers, conducting visa assistance follow-ups, keeping appropriate records thereon, using and making arrangements for issuance of visas;

- Travel Agent(s) shall indicate any special features, programmes, or services that would be beneficial to the UN System in Ukraine and its travelers (e.g. visa processing, "Meet and Greet", Lost baggage follow-up, insurance, preferred seating arrangements);
- Where travel to destinations outside the territory of Ukraine requires provision of additional logistical arrangements, the Travel Agent(s) shall at the request of UN/UNDP provide other services including, but not limited to, accommodation arrangement, arrangement of conferences, meetings, seminars and training workshops, transportation, additional equipment and related services as required. The Travel Agent shall identify suitable hotels or other venues, request for quotations, negotiate rates and other conditions and present the final offer for consideration and approval by the UN/UNDP. Such services are not the primary scope of this LTA but may be requested from time to time; mini-competition for these may as well apply between the LTA holders.
- Any additional services or discounts/incentives that the applicant wishes to identify.

ROLES AND RESPONSIBILITIES

UNDP shall serve as the focal point for the following functions related to the travel contract for all UN agencies:

- Overall contract administration;
- Performance reviews;
- Obtain regular progress reports;
- Perform inspection of services, verification of fares, rates, etc.

Responsible staff in each UN agency (except the temporarily present missions for whom UNDP will serve as a focal point) shall serve as the focal points for the following travel functions related to their agency:

- Requesting of travel services and price quotations by phone and/or e-mail;
- Confirmation of ticket reservations by e-mail;
- Processing of payments upon receipt of an invoice.

(List of authorized staff from the UN agencies will be provided to LTA holders separately and updated in case of changes).

PERFORMANCE STANDARDS AND SERVICE LEVEL GUARANTEE

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

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Airline Reservation	Accuracy	Ability to perform task completely and without error	<u>Zero-error</u> in passenger records/airline bookings/fare computation/routing
	Speed and Efficiency	Ability to deliver product or service promptly	For confirmed bookings, <u>within two hours</u> from time of request For wait-listed bookings, <u>update every two days</u>
2. Airline/Train Tickets	Accuracy	Ability to perform task completely and without error	<u>Zero-error</u> in printing tickets/cancellation of travel due to incomplete travel documents
	Timeliness of delivery	Ability to deliver product or service promptly	<u>Within 24 hours</u> or earlier after receiving UNDP travel authorization
3. Travel Documentation	Clarity/Accuracy	Ability to ascertain requirements for various destinations/nationalities; Ability to deliver product or service promptly	<u>10 Working days</u> before departure <u>Zero-incident</u> of complaints/cancellation of travel due to incomplete travel documents
4. Billing	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error/no discrepancy</u> between invoices and attachments
	Clarity	Ability to generate bills that are transparent and easy to understand	<u>Zero>Returns</u> for clarification/explanation
5. Rates/Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards

Product / Service	Performance Attribute	Definition	Standard / Service Level
	Best Value for money	Ability to quote competitive fare	At levels same or lower than airline preferred rates. Guarantee that <u>one quotation is the lowest</u> obtainable fare
	Willingness to assist UNDP negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent UNDP in dealings with airlines	Semi annual meetings to obtain competitive rates in the market and preferable fare conditions (i.e. ticketing, deadlines, etc.)
6. Service Quality	Accessibility	Ability to access or approach the travel agency	Telephone: accommodate all calls Emergency: 24/7 hours availability with immediate reaction is a must Email: available Website: available
	Responsiveness	Willingness to help the traveler	Regular coordination meetings with UNDP: twice a year
7. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	100% within one month from date of cancellation
	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week and depending on the nature of the claim
8. Communications	Awareness Level regarding Travel Agency Product and	Services and policies are communicated to travelers.	Frequency of communications: Monthly

Product / Service	Performance Attribute	Definition	Standard / Service Level
	Services		
9. Office premises and Hours of Services	Office Premises/Hours	Required hours/space to perform obligations	Accommodation of calls during off-hours Zero complaints that no one was around to answer calls.

REQUIREMENTS TO THE CONTRACTOR:

The successful travel agency shall have the following minimum qualifications:

- 1) Accredited IATA Travel Agency, duly licensed in the country, with an access to Global Distribution System (minimum 3 year company experience and minimum 2 years of IATA membership is required);
- 2) Maintains a good track record in serving international organizations, embassies and medium to large multi-national corporations;
- 3) Employs competent and experienced travel experts, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae;
- 4) Financially and logistically capable of rendering services to UN agencies including UNDP (minimum 3000 number of tickets sold annually and minimum 1,500,000 USD annual turnover for the past 2 years is required);
- 5) Maintains facilities of on-line booking / airline reservations (e.g. Amadeus) – minimum one booking system is required, international ticketing, ticket printing facilities, train ticketing, international visa and accommodation support;
- 6) Capable of delivering tickets as necessary;
- 7) Willing and able to guarantee the delivery of products and services in accordance with performance standards required under this TOR.

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

- 1) Senior Travel Expert dedicated to UNDP/UN with a diploma or certificate in travel/tourism or related areas and of minimum three (3) years of practical experience in travel services management, operating the automated reservation and ticketing systems;
- 2) Has adequate authority to make decisions for the timely resolution of problems;

- 3) Shall maintain operations necessary to support 24/7 in ad-hoc/emergency situations as required by the UN/UNDP including access of service and necessary delivery of tickets to the required destinations;
- 4) Shall be fluent in Ukrainian and Russian and possess at least intermediate level of English.

The travel agency shall have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service at all times under the contract.

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

UNDP reserves the right to interview the Senior Travel Experts prior to opening the financial proposal to finalize the technical proposal (in case of necessity).

Section 4: Proposal Submission Form¹⁰

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated 1/15/2015 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 to abide by this Proposal 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.

We remain,

¹⁰ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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 Form¹¹

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)		
11. 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		

¹¹ 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.

14. Attached are copies of original documents of:

- All eligibility document requirements listed in the Data Sheet
- If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)¹²

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>		

¹² 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.

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- All eligibility document requirements listed in the Data Sheet
- Articles of Incorporation or Registration of firm named in 2.
- In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

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

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.

Please include information on volume of sales in 2013 and 2014 as follows: a) annual number of tickets issued; b) Annual amount (monetary value) of air tickets sold in 2013 and 2014.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government’s Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

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.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

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SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. 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.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. 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.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 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.

2.10 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 will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This 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 (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. 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>		
<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 Form¹³

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 below table represents a breakdown of tickets purchased grouped by destinations over 2014. It shall be used as a guide in preparing the Financial Proposal. Bidders are expected to insert their service fee per ticket issued for each of the destination groups. UNDP does not expect to pay any fees other than the services fees for each ticket.

Only columns marked blue need to be filled-in by the proposers.

Destination	Historical sales volume, 2014, USD (1)	Historical sales volume, 2014, number of tickets (2)	Service fee charged by the travel agency per ticket, USD or UAH (please indicate currency) (3)	VAT (if applicable), USD or UAH	Total price proposal (4)=(3)*(2), USD
European	244,606.09	543			
Intercontinental	151,285.12	114			
Local (Ukraine)	121,292.07	727			
CIS	89,717.82	268			
Others	66,091.79	197			
Total	672,992.88	1,849.00			(5) = Σ (4)

In addition to above main financial component, the Proposers are requested to provide their service handling fee for the below transactions which may be leveraged by UNDP upon request. The below rates will not be considered during the evaluation stages, however UNDP may include these fees in the Long Term Agreement as a guide.

#	Transaction	Service Fee, USD or UAH (please indicate currency)	VAT (if applicable), USD or UAH
1	Hotel reservations/accommodation		
2	Ground transportation/car rental		
3	Passport and Visa processing		
4	Travel insurance		

¹³ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

5	Excess baggage		
6	Package tours and promotions for personal travel (to be paid for by passenger)		
7	Privileged check-in services/use of airline lounges facilities		
8	Preferred seating arrangements/upgrades		
9	Emergency services, e.g. sickness, injury, etc.;		
10	Other services (<i>Proposer to specify</i>)		

"Duly authorized to sign the proposal for and on behalf of" _____
 (Name of Organisation): _____
 Signature/Stamp of Entity/Date: _____
 Name of representative: _____
 Address: _____
 Telephone/Fax: _____
 Email: _____

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: Contract for Travel Management Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

STANDARD AGREEMENT

between

THE UNITED NATIONS DEVELOPMENT PROGRAMME

and

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

THIS AGREEMENT is made this _____ day of _____, 199____, 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 [NAME OF COUNTRY] 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 except as provided hereunder, such commissions except as provided hereunder, shall constitute the sole compensation for the Travel Management Services provided under this Agreement.

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

4.3 UNDP shall reimburse the Travel Agent:

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

5.2 All funds and refunds on tickets for travel not undertaken by UNDP Travellers shall be credited

to the account of UNDP, in the form of a credit to UNDP's account.

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

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

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

ARTICLE 6: Representation and Warranties

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

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

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

ARTICLE 7: Duration

7.1 This Agreement shall be in full force and effect for a period of ___ year(s) from _____ to _____ unless priorly terminated by UNDP on provision of fourteen (14) days notice and in writing.

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

ARTICLE 8: Notices

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

ARTICLE 9: Confidentiality

9.1 The Travel Agent shall not disclose for any purpose (unless required by law or judicial order) any information provided by UNDP 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 fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services

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

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

23.0 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 anytime, 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.
