



**United Nations Development Program**

Kigali-Rwanda  
October 2, 2017

**REQUEST FOR PROPOSAL (RFP)**

UNDP is looking for a Firm/Company to submit a proposal for the **PROVISION OF TRAVEL MANAGEMENT SERVICES (TMS) TO UN AGENCIES IN RWANDA.**

Please be guided by the form attached hereto as Annex 2, in preparing your proposal. Proposals may be submitted on or before **October 16, 2017 12:00PM Rwanda Time** and via email, courier mail or fax to the address below:

United Nations Development Program  
P.O Box 445 Kigali, Rwanda, **4 KN 67 St**, Kigali, Rwanda  
*Attn: Head of Procurement Unit*  
Email: [offers.rw@undp.org](mailto:offers.rw@undp.org)

The proposal must be expressed in English, and valid a minimum period of 90 days. In the course of preparing your proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your proposal by email, kindly ensure that they are signed and in the pdf. Format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The proposal that complies with all requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the service provider does not accept the final price based on UNDP's re-computation and correction of errors, its proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the proposal. At the time of award of the contract, or purchase order, UNDP reserves the right to vary (increase or decrease) 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.

Any contract or purchase order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a proposal implies that the service provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any proposal, nor award a contract or a purchase order, nor be responsible for any cost associated with a service provider's preparation or submission of a proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective service provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expected its services providers to adhere to the UN Supplier Code of conduct found in this link: <http://www.un.org/depts./pdf/pdf/conduct.english.pdf>

**All interested companies may download the Request for Proposal and Terms of Reference documents from UNDP Rwanda website at:**

<http://www.rw.undp.org/content/rwanda/en/home/operations/procurement/notices/>

Thank you and we look forward to receiving your proposal.

Sincerely yours,

Roselyn Sinemani  
UNDP Deputy Country Director/Operations.

## Section 2: Instruction to Proposers<sup>1</sup>

### 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.

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<sup>1</sup> *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/content/dam/undp/library/corporate/Transparency/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;

- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

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

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

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

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

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

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

### **10. Clarification of Proposal**

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date

indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

- 10.2 UNDP shall 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:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%})$$

$$+ (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})$$

**Total Combined and Final Rating of the Proposal**

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/protestandsanctions/> 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/content/undp/en/home/operations/procurement/protestandsanctions/>

## Instructions to Proposers

### DATA SHEET

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

DS No. <sup>2</sup>	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	<b>TRAVEL SERVICES</b>
2		Title of Services/Work:	<b>PROVISION OF TRAVEL MANAGEMENT SERVICES TO –UN AGENCIES IN RWANDA</b>
3		Country / Region of Work Location:	RWANDA
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> shall not be considered
7	C.22	A pre-proposal conference will be held on:	Time: <a href="#">Click here to enter text.</a> Date: <a href="#">Click here to enter a date.</a> Venue: _____  The UNDP focal point for the arrangement is:

<sup>2</sup> 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 3<sup>rd</sup> column may be modified by the user. If the information does not apply, the 3<sup>rd</sup> column must state "N/A" but must not be deleted.

			<p>Click here to enter text.</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
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 type="checkbox"/> Required <p>Amount: Click here to enter text.</p> <p>Form: Click here to enter text.</p> <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security <sup>3</sup>	<input 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	<p>[indicate no. of days, but minimum of 90] days from the last day of Proposal submission.</p> <p>Proposal Security of unsuccessful Proposers shall be returned.</p>
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of ____% of contract <sup>4</sup> <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: _____

<sup>3</sup> 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.

<sup>4</sup> 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

			<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\$) <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency  <i>Reference date for determining UN Operational Exchange Rate: 1/10/2017</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	3 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions <sup>5</sup>	Focal Person in UNDP: Mbasa Rugigana Address: UNDP RWANDA  Facsimile: Fax No. : _____ E-mail address dedicated for this purpose: mbasa.rugigana@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website <sup>6</sup> UNDP Rwanda website
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1 Copies : 1
20	D.23.1 D.23.2 D.24	Proposal Submission Address	United Nations Development Programme P.O Box 445 Kigali, Rwanda, 4 KN 67 St, Kigali, Rwanda Attn: Head of Procurement Unit Email: <b>offers.rw@undp.org</b>
21	C.21 D.24	Deadline of Submission	Date and Time : October 16, 2017 12:00 PM

<sup>5</sup> 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.

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

22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid <sup>7</sup>
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: United Nations Development Programme P.O Box 445 Kigali, Rwanda, 4 KN 67 St, Kigali, Rwanda Attn: <i>Head of Procurement Unit</i> Email: <b>offers.rw@undp.org</b>  <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF files only, password protected <input type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input type="checkbox"/> Max. File Size per transmission: <i>5MB</i> <input type="checkbox"/> Max. No. of transmission : <i>[1]</i> <input checked="" type="checkbox"/> No. of copies to be transmitted : <i>[1]</i> <input type="checkbox"/> Mandatory subject of email : <i>[specify]</i> <input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <input type="checkbox"/> Digital Certification/Signature: <input checked="" type="checkbox"/> Time Zone to be Recognized: <i>GM+2</i> <input type="checkbox"/> Other conditions:
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: <b>October 16, 2017 12:00 PM</b> Venue : UNDP
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 (i.e., offers that are rated 70% and above) <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%.
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 <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation

<sup>7</sup> 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.

		<ul style="list-style-type: none"> <li><input type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation</li> <li><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</li> <li><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</li> <li><input checked="" type="checkbox"/> Trade name registration papers, if applicable</li> <li><input type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory</li> <li><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</li> <li><input type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li><input type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</li> <li><input type="checkbox"/> Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li><input type="checkbox"/> Plan and details of manufacturing capacity, if Bidder is a manufacturer of the goods to be supplied</li> <li><input type="checkbox"/> Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years</li> <li><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top three (3) Clients in terms of Contract Value the past 3 years</li> <li><input type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details)</li> <li><input type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</li> </ul>
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27		Other documents that may be Submitted to Establish Eligibility	Valid RSSB Clearance and RRA Tax Clearance
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	<i>Immediately</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	12 months (only renewable twice)
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 : <i>[clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Proposers]</i>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<b><u><input checked="" type="checkbox"/> Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above)</u></b>
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 type="checkbox"/> Validation of extent of compliance to the ITB 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"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and <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 checked="" type="checkbox"/> Others: Payment after delivery

35		Other Information Related to the RFP <sup>8</sup>	
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**Summary of Technical Proposal Evaluation Forms**

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

Technical Evaluation Criteria

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

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

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

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

**Form 3:** Personnel

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



Technical Proposal Evaluation		Points obtainable	Company				
Form 1			A	B	C	D	E
Expertise of Firm / Organization Submitting Proposal							
<i>(Company Profile/Reputation/Experience)</i>							
<b>1.1</b>	<b>Reputation/Experience of Organization and Staff (Competence / Reliability)</b>						
1.1.1	5 Years of Experience in Travel Trade Business	20					
1.1.2	Organization Chart of the Travel Agency	5					
1.1.3	Total Volume of Ticket Sale for the last 3 years (Indicate the numbers- do not attach copies)	15					
1.1.4	Reference Check List/Client List	15					
1.1.5	Copy of the audited financial reports including balance sheet for last 3 years (attach audit recommendations only)	15					
<b>1.2</b>	<b>General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support</b>						
1.2.1	Number of Tickets your company issued last year for these 26 destinations	30					
1.2.2	What other International Institutions do you work with apart from the UN Agencies?	30					
1.2.3	Overall Number of Computers that are used for the Ticketing purpose in the Travel Agency	25					
1.2.4	Proof of Communication Services : Internet, E-mail, Telephone, Fax, copiers etc.	30					
1.2.5	Total current office space (in sq. ft.) of the Travel Agency	20					
1.2.9	Emergency Contact Person round-the-clock (Yes/No) (detail description of contact person and that of alternate)	10					
1.2.10	Ability to handle travel related to emergency medical evacuation/staff evacuation from the country. Explain on a separate heading	20					

1.2.11	Do you have contingency Plan? Yes/No. If yes, how does it work?	10					
1.2.12	Financial Strength based on the 2016 balance Sheet & P&L Account.	15					
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	5					
1.4	Additional Quality Assurance Procedure the travel agency put in place to ensure quality of services provided (the travel agency to explain)	25					
1.5	Specialized Knowledge and technology adopted in Travel Business	10					
<b>Total Form 1</b>		<b>300</b>					

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

Technical Proposal Evaluation Form 3		Points Obtainable	Company				
			A	B	C	D	E
<b>Personnel</b>							
<b>3.1</b>	<b>Branch/Operations Manager in UN Agencies x 1 (Please attach CV)</b>						
3.1.1	Required Qualification: Minimum Master Degree preferably in Management /or Bachelors Degree with 9 years of experience	<b>1X20=20</b>					
3.1.2	Experience in Travel Trade for minimum 7 Years (for masters degree) and 9 years for Bachelors degree)	4					
3.1.3	Training Experience in for example, AMADEUS/Ticketing software and others (please list them with certificate)	4					
3.1.4	Language: Fluency in spoken and written in English and French (Knowledge of other UN languages will be advantage)	3					
3.1.5	Current Supervisory Role and Number of staff supervisions	2					
3.1.6	Analytic skill (to analyze as to which options is best among available rout)	2					
3.1.7	Problem Solving Skill	2					
	<b>Sub Total of 3.1</b>						
<b>3.2</b>	<b>Traveler Counselors x 2 (please attach CVs)</b>						
3.2.1	Required Qualification: Minimum Bachelor Degree preferably in Management	2X5=10					
3.2.2	Experience in Travel Trade for minimum 5 Years	3					
3.2.3	Training Experience in AMADEUS/Ticketing software and others (please list them with certificate)	3					
3.2.4	Language: Fluency in spoken and written in English (Knowledge of other UN languages will be advantage)	3					
3.2.5	Proven record of inter personnel and communication skill	3					
	<b>Sub Total of 3.2</b>						

<b>3.3</b>	<b>Ticketing Officer x 4 (please attach CVs) UN may request additional Number of staff depending on the volume</b>	<b>4 X30=120</b>					
3.3.1	Required Qualification: Education: Minimum of Intermediate Level of Pass	3					
3.3.2	Experience in International Ticketing Services	3					
3.3.3	Training Experience in AMADEUS/Ticketing software and others (please list them with certificate)	3					
3.3.4	Language: Fluency in spoken and written in English	3					
3.3.5	Ability to provide cheapest price for any route	3					
3.3.6	Ability to provide options for Itinerary	3					
	<b>Sub Total of 3.3</b>						
3.4	Number of Staff to be assigned for ticket delivery for UN Agencies	3					
	<b>Total Form 3</b>	<b>200</b>					

### Section 3: TERMS OF REFERENCE (ToR)9

#### Travel Management Services

<b>Application Type:</b>	External vacancy
<b>Project title:</b>	Travel Management Services
<b>Category:</b>	Operations
<b>Application Deadline:</b>	16 October 2017
<b>Type of contract:</b>	Contract for Professional Services
<b>Expected starting date:</b>	Immediately
<b>Duration of assignment:</b>	12 months
<b>On site services (Inside UN Premises)</b>	Will be requested on Demand from UN agencies

**Annex III**  
**Terms of Reference (TOR)**  
**Travel Management Services**

**1.0 Introduction:**

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

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

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

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

**PART I**

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

1. **General Description:** The TMS Contractor shall provide all personnel, equipment, systems, materials, supervision, and other items and services necessary to perform comprehensive travel management services as defined herein at his own cost.
  - a) The TMS Contractor will comply with all aspects of the UN’s travel policy as defined in **Annex B** and as advised by each organization (each organization has variants of this policy) or as revised periodically by the UN organizations.
  - b) The TMS Contractor shall book all reservations for Official Travel at the lowest fares and rates that are consistent within the entitlement of the applicable travel policy including negotiated rates, with UN’s preferred suppliers.

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

6. **Unused Non-Refundable Tickets:** The TMS Contractor will provide the UN with a report showing all unused non-refundable tickets. The TMS Contractor will put information in traveller profiles regarding the value of unused non-refundable tickets and will adopt procedures to assist travellers in using the value of such tickets.
7. **Amenities:** The TMS Contractor will advise travellers' of any carrier-provided amenities, including but not limited to limousine transfers or complimentary stop-overs paid by carrier (STPC) hotels.
8. **Travel Restrictions and Security Clearances:** The TMS Contractor will store and update monthly travel advisory information.
9. **Excess Baggage:** The TMS Contractor will advise travellers' of excess baggage rules and fees, which may vary with the country of origin.
10. **Insurance:** Provide information about insurance and baggage insurance, if requested.
11. **Emergency Support:** The TMS Contractor will conduct Passenger Name Record (PNR) searches and traveller's notifications as directed by the UN in cases of hijackings, coups, bombings, natural disasters, and other security-related incidents. The TMS Contractor shall render other specialized assistance as required by the UN in emergency situations. The TMS Contractor will provide additional assistance as requested by the UN in such situations and comply with all applicable restrictions and regulations imposed by the UN.
  - a) The TMS Contractor will have the capability to operate within 24 hours from an offsite location in case of an emergency.
  - b) The TMS Contractor will be able re-route calls to an alternate location staffed with cross-trained personnel.
  - c) The TMS Contractor will further provide afterhours contacts for key management personnel as mutually agreed.
12. **Travellers' Profiles:** The TMS Contractor will create and update travellers' profiles for frequent travellers and verify the information with the traveller at the time each new booking is initiated.



13. **Budget Assistance:** The TMS Contractor will provide each UN organization with information to assist the UN in developing travel expense budgets by providing fare estimates and related impact analyses as per UN organization.
14. **Customer Satisfaction:** The TMS Contractor will provide customer satisfaction survey content for review by the UN and develop lists of frequent travellers and otherwise cooperate with periodic satisfaction surveys conducted by the UN.
15. **Complaint Tracking and Resolution:** The TMS Contractor will respond to all complaints by investigating and explaining, in writing, their underlying cause. Final response to travellers will explain the causes of the problem and detail specific steps that have been taken or will be undertaken to prevent recurrence of the problem. The TMS Contractor will make a good faith effort to resolve disputes and misunderstandings in favour of the UN travel management and UN travellers. The copies of all complaints received and the TMS Contractor's written responses should be provided to the designated travel manager of each UN Organization and/or at the request of that manager, held for review and summarized during quarterly performance reviews. The Organization may also request that the TMS contractor keep a log of all other service comments received from travellers and share that log with the UN. Reports must distinguish between TMS Contractor errors and other types of incidents.
16. **Assistance at Meetings:** Support of UN meetings held in United Nations facilities in regards to flight reservations and/ or change of reservations during the course of the meeting may be requested.
17. **Personal Travel:** Upon request by a staff member, the TMS Contractor may assist the UN's personnel and their dependents in arranging personal travel at the lowest applicable fares and rates or as otherwise requested, consistent with each traveller's requirements. The UN is not to be involved in any way in personal travel arrangements. Collection of amounts due and any refunds for these personal travel legs are to be arranged directly between TMS Contractor and the UN's personnel and collected prior to releasing the ticket. In the event personal travel is undertaken in conjunction with official travel, the TMS Contractor will clearly document the cost and routings of personal portions of combined trips on all itinerary/invoices, and provide

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

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

### **Messenger services**

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

### **Operational Support**

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

## **PART II**

### **Method of Operation**

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

- b) Observe only holidays which are observed by the UN organizations in Rwanda as the UN shall notify its TMS Contractor annually;
- c) Notify the UN of names and telephone numbers of the TMS Contractor's personnel who are available during off business hours, on weekends and holidays to provide or assist with services if needed, for official and emergency travel;

29. **Technology and Telecommunications:** The TMS Contractor will provide all telecommunications and reservations technology as required to support all services under this Contract.

- a) The TMS Contractor will produce and maintain complete telephone performance reports for each location and/or for the UN Account as a whole.
- b) The TMS Contractor will support the UN initiatives to decrease the percentage of bookings made during face-to-face meetings and migrate toward a greater use of the telephone and other electronic means for planning travel. The TMS Contractor will assist in communicating the benefits of other methods of travel booking to travellers. The successful TMS Contractor shall and have the capability to serve travellers requesting in person reservations assistance either walk-in or by appointment as well as by telephone or by electronic methods such as e-mail or fax. It is understood that the UN cannot warrant the percentage of trips that will be processed through various means. The TMS Contractor should have contingency plans for handling changing volumes. The TMS Contractor will maintain records of transactions conducted in person, by telephone, by email and by fax and provide reports on trends in booking methods to the UN on request.
- c) The TMS Contractor shall provide capabilities to produce cameras and passport photographs at the on-site location.

30. **Responsiveness to clients' request:**

- a) The TMS Contractor will acknowledge walk-in travellers within one (1) minute of arrival and estimate the maximum waiting time based on volume at the time. The TMS Contractor will provide assistance within the maximum time specified.
- b) The TMS Contractor will answer at least eighty per cent of telephone calls within twenty seconds.
- c) The TMS Contractor will accept reservations and requests for travel information through electronic mail. All travel counselors will have e-mail access. All e-mail requests will be responded to within two hours of receipt during normal business hours. Whatever the form of request, the overall turnaround time between the request and the proposed booking shall be as follows: 1) for requests before 12 p.m., a reply before close of business of the same day and 2) for requests after 12 p.m., a reply by 9 a.m. the following day.

#### **Payment for Official Travel**

31. **Invoices:** The contractor shall provide automated invoices for each UN organization, on a monthly basis or as requested by the UN organizations.

32. **Refunds:** The TMS Contractor shall process any refunds due to the UN for unused or lost tickets, Miscellaneous Charge Orders (MCOs), unused PTAs (Prepaid Ticket Advice) and downgrades. The TMS Contractor will void and/or reissue tickets whenever possible instead of refunding. In addition, the TMS will communicate the global annual refund to be given back to individual UN agencies based on total turnover realized with them during the course of each year. This refund can either be received cash or changed into flight ticket to be used by each Agency on its choice. The TMS is then requested to provide the base for the calculation of such Global Refund.

### **Payment for Personal Travel Portions**

33. **Billing to Individuals for Personal Travel Portions:** All charges associated with personal travel portions of official trips, including all transportation and fees for passport and visa services, shall be billed directly to travelers and excluded from invoices presented to the UN. The UN will not be liable for expenses related to personal travel portions and reserves the right to audit all travel records to verify the accuracy of allocated costs between official and personal charges.

34. **Forms of Payment Accepted for Personal Travel Portions:** The TMS Contractor shall accept all major credit cards and personal checks for such personal expenses.

35. **Point of Sale Charge for Personal Travel Portions:** The TMS Contractor will provide a mechanism for allocating costs for personal portions to individuals and charging them at the point of sale. The mechanism for allocating costs will provide for automated tracking and reconciliation.

### **Personnel**

36. **General Requirements for Personnel:** The TMS Contractor shall provide all necessary personnel in the number stipulated in the RFP who will provide prompt, courteous and efficient service at the dedicated office within the UN premises. Or at their office locations. If staff are requested at UN agency premises the TMS will submit the staffing structure for the Office located in the UN Building. All staff assigned to the UN account whether at the TMS office or in UN Premises shall be fluent in oral and written English. Fluency of the TMS contractor's staff in other official UN languages will be viewed as an enhancement. If travel volumes change, the UN may request a change in the number of personnel assigned to the UN Account within thirty (30) days. The TMS Contractor will be held responsible for the outputs of its staff. Exceptionally, upon request, the TMS Contractor will provide information regarding the levels of productivity of all individual staff as well as teams assigned to specific UN Organizations.

37. **Experience Requirements for Personnel:** Minimum experience requirements for TMS Contractor personnel assigned to the UN account are:

- a) **2 Travel Counselors:** Travel counselors will have a minimum of five years' experience with predominantly complex international travel.

- b) **1 International Rate Specialists:** The International rates specialists will have a minimum of five years of specialized experience in international rates and fare construction including complex international routings.
- c) **1 Operations Manager:** The operations manager will have a minimum of eight (8) years of supervisory experience.

38. **Background Checks on Personnel:** The UN reserves the right to do background checks on any/all travel provider staff that are assigned to the UN Account. The UN taking up such background checks or not, in no way diminishes the TMS Contractor's obligations and liabilities concerning its personnel.

39. **UN Right to Interview:** The UN has the right to interview all prospective dedicated staff and to request replacement of any TMS Contractor employee for reasonable cause.

40. **Subcontracting of Personnel:** The TMS Contractor will not subcontract any services without prior express permission from the UN.

41. **Staffing Levels – Scheduling:** The TMS Contractor shall use all appropriate means, including computerized scheduling routines, to anticipate peak booking periods and adjust its staff accordingly. Cross-trained staff may also be used as necessary to assist in meeting periods of peak travel service demand.

42. **Cross-Utilization of Personnel:** The TMS Contractor shall augment and/or cross utilize personnel as necessary to meet all service standards at all times, including during both daily and annual peak travel periods. It is expected that the TMS Contractor will arrange shifts in a manner that will minimize the need for overtime. Hours of operation mentioned in this contract refer only to hours available for direct traveler access. The TMS Contractor will provide a quarterly staffing plan to the UN and prompt notice of any significant understaffing due to unexpected peaks in travel volume or absenteeism.

43. **The TMS Contractor** shall not compensate or incite employees in any manner that would encourage them to increase the cost of UN travel, or that would otherwise be inconsistent with UN policies and objectives.

44. **Training for Personnel:** The TMS Contractor will provide training annually (or more frequently as agreed with the UN) on UN policies, procedures, programmes, international fares and rates, GDS skills and customer service in a multi-cultural environment.

### **Programme and Account Management**

45. TMS Contractor shall advise and consult with the UN regarding all matters reasonably pertaining to business travel, including best practices.

46. **Account Manager:** The TMS Contractor shall provide an Account Manager to act as the liaison for the UN to answer any questions in regards to TMS Contractor Services and to coordinate tactical and strategic initiatives for the UN.

47. **Identifying Savings Opportunities** : The TMS Contractor shall assist the UN in monitoring saving opportunities ; provide advice/recommendations on discounting for air, hotels, car, groups and meetings, restriction waivers, Internet fares, and other techniques to reduce travel expenses; and provide benchmarking of savings and practices for air, hotel and car based on other large TMS Contractor customer programmes;

48. **Performance Reviews** : The TMS Contractor shall offer quarterly or more frequent performance reviews to evaluate and discuss contract management, including service and savings objectives, industry trends, specific service issues, travel policy and performance benchmarks.

- a) The TMS Contractor will provide proposed detailed agenda at least two weeks prior to the meeting. The UN will add to the agenda as appropriate.
- b) After each meeting, the TMS Contractor will submit a follow up report detailing actions and proposed timetables for improving service. Each subsequent review meeting will begin with a review of the TMS Contractor's progress in meeting commitments from prior performance reviews.

49. **Senior Management Participation**: The TMS Contract shall make representatives of senior management, otherwise not dedicated to the UN account, available for quarterly meetings. The TMS Contractor should identify the name and title of the senior manager responsible for the programme, with at least one back up individual.

50. **Service Performance Quarterly Meetings**: The TMS Contractor will attend meetings on a quarterly basis, or on another schedule set by the UN, to review the following aspects of service performance:

- a) Service Levels and Standards, including Customer Satisfaction: The TMS Contractor will present reports which address performance against all agreed service standards. The goal of such discussions will be to agree on appropriate responses to specific situations and identify overall trends and opportunities to improve services and to agree on corrective action plans as needed.
- b) Service Costs and Productivity Issues: The TMS Contractor will review costs and revenues associated with the account; productivity of specific individuals and groups; and all other cost drivers for the account. The parties will discuss opportunities for reducing direct costs and agree upon appropriate actions to streamline operations without reducing service levels or satisfaction. Upon request, the TMS Contractor will provide a separate analysis of performance against budget for any one or more UN Organizations and for the UN account as a whole.
- c) Within four business days following each such meeting, the TMS Contractor will submit minutes of the meeting which specifically identify all agreed-upon actions to be undertaken by the TMS Contractor or the UN, together with specific timelines for each deliverable.
- d) Prior to each meeting, the TMS Contractor will prepare an agenda which summarizes the primary topics and objectives of the meeting as well as the status of all pending deliverables. The TMS Contractor will e-mail the agenda to the Travel Managers at least 2 days in advance of the meeting.

## **Account Management**

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

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

## **PART III**



**Management Information Reporting**

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

60. **Quarterly Reports:**

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

<b>Date</b>	<b>TICKET NUMBER</b>	<b>PASSANGER NAME</b>	<b>ROUTING</b>	<b>Total Fare</b>	<b>Corporate Discount</b>	<b>INVOICE NO AND UN AGENCY .....</b>
<b>TOTAL</b>						

61. **MIS Standard Reports:** The MIS system must be capable of producing reports and provide data in spreadsheet format on the following:

- a) Travel Volume and Costs – for the entire UN Account and/or individual UN – tickets issued and refunds processed; average ticket price; top city pairs; class of service; and hotel and car rental bookings.
- b) Fare savings through use of negotiated fares and creative ticketing by market and by carrier.
- c) Airline market share overall and by top destination.
- d) Bookings and utilization of discounts for by country, city, property and chain; number of reservations and room nights booked; shows savings achieved through negotiated rates; contractor should able to report on percentage of hotel bookings using negotiated rates;
- e) The UN may require the TMS Contractor to offer new reports, information systems, updated formats, or to modify existing reports.
- f) Existing reports will be modified within two weeks of request when all data required for a new report is available in the systems used by the TMS Contractor.

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

### **Performance Reporting**

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

68. **Telephone Performance Report:** including number of calls taken and percentage of calls answered within twenty seconds for the entire UN Account, specific locations, and individual counselors. Weekly reports should also include a breakdown of call response time by half hour segments;
69. **Reports of Response Time to E-Mail Reservation**– highlights failure to meet contract standards;
70. **Report of Time to In-Person Reservations.** With separate report on walk-in and appointment transactions;
71. **Report of Passport/Visa Activities** – number of trips for which the TMS Contractor advised travelers of passport or visa-related requirement and actions taken;
72. **Report of Status of Refunds** – ongoing status report to allow tracking of refunds, identify stale credit requests and enable the UN to respond to inquiries from departments;
73. **Performance and Service Standard Reports** – showing the TMS Contractor performance against all agreed service metrics, including traveller surveys, reservationists' productivity, etc.

**PART IV**  
**Other Terms**

74. **Termination:** Either party may terminate any ensuing Contract, in whole or in part, upon one hundred and twenty days notice, in writing, to the other party. Settlement of Disputes will be detailed in the Contract itself.

75. **Transitional Service:** In the event any ensuing Contract is terminated for any reason other than termination by TMS Contractor for the UN's breach, or expires by its own terms and a successor travel management company is selected by the UN, the TMS Contractor will, if requested by the UN to do so, continue to provide services as provided for under this Contract, for a period of time not to exceed one hundred twenty) days (the "Transitional Services") effective on the first day following expiration of this Contract or the last day of the notice period defined above, (the "Transitional Service Period"). At the option of the UN, and on its specific request and with advance notice to the TMS Contractor, all or part of Transitional Services may be discontinued by the UN at any time upon no less than sixty days prior written notice to TMS Contractor.

- a) Subject to data protection requirements and to obtaining the necessary consents from travelers to transfer personal data to a new supplier, at the request of the UN and at no cost to the UN, other than costs imposed by third parties, such costs requiring advance notice to and approval by the UN, the TMS Contractor will transfer and/or provide access to the UN and/or its designated successor travel management company or companies all the UN travel data including passenger name records ("PNRs") and profiles in the format as such data appears on the TMS Contractor's systems. Unless agreed otherwise by the UN, the TMS Contractor will not ticket the UN traveler PNRs for travel booked more than one month after the transition in which the successor travel management company commences service for the UN, including, but not limited to, UN meetings and group travel.
- b) The TMS Contractor may at its option release dedicated staff willing to stay with the UN's account and requested by the UN from any restrictive employment agreements, subject to local laws. Except as may be required by local laws and except for third party imposed fees or costs which have been approved and accepted by the UN, the TMS Contractor will not impose on the UN or the successor TMS Company, any special or additional fees or costs involved in or related to the transfer of Services, including but not limited to, equipment de-installation, severance for employees, leasehold obligations, data transfer or handoff, management time cooperating with the new travel company, or other time related to the orderly transfer of business to the new travel management company.

**Disclaimers**

76. **No Minimum Guarantee:** The UN will not guarantee any minimum quantity of travel purchases under any subsequent Contract.

77. **No Exclusivity:** Although it is the UN's intent to use a single TMS Contractor, the UN reserves the right to enter concurrently into additional contracts with other travel agencies, airlines or suppliers of services for any or all of the services covered by the Contract.



## **Annex IV**

### **PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Travel Services for UN Agencies for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

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

Documents to accompany the Technical Proposal:

Company Profile (not more than 15 pages)

Joint venture information (if applicable)

Members of Governing Board

RDB Registration certificate

RRA Valid tax clearance

RSSB Valid clearance

Permit to Operate business in the location

IATA latest certificate

Evidence of experience in Travel Services Management

The past 3 years audited Financial Statement i.e. certified balance sheets of the last three years

Previous Contracts with UN or other International Organizations

Proof of alliances with Airlines other Travel Agents (in the country and abroad)

Proposed Staff CVs

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

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

Dated this day /month                      of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

**Annex V**  
**PRICE SCHEDULE**

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated and as per the format in Section 7.

All prices/rates quoted must be Inclusive of VAT.

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

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In addition to the hard copy, if possible please also provide the information on CD with your company name displayed clearly on it.

#### Section 4: Proposal Submission Form<sup>9</sup>

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[insert: Location]  
[insert: Date]

To: *Head of Procurement Unit UNDP Rwanda*

Dear Sir/Madam:

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

We hereby declare that:

- 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 [insert: period of validity as indicated in Data Sheet].

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

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<sup>9</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_

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

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

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Proposer Information Form<sup>10</sup>

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		

---

<sup>10</sup> *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)<sup>11</sup>

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

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original]</i>		

<sup>11</sup> 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.

*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**

<p><b>TECHNICAL PROPOSAL FORMAT</b></p> <p><b>INSERT TITLE OF THE SERVICES</b></p>
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**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

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

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

						<b>Email)</b>

**SECTION 2 - APPROACH AND IMPLEMENTATION PLAN**

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

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

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

2.3 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:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		

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 Form<sup>12</sup>

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

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

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables\*

No	Destination	Airline	Proposed Itinerary	Economic Class in USD (Provide conditions)	Comments if any
1	NAIROBI	WB	KGL NBO KGL		
		KENYA AIRWAYS	KGL-NBO-KGL		
		RWANDA AIR	KGL-NBO-KGL		
2	BUJUMBURA	WB	KGL BJM KGL		
		KENYA AIRWAYS	KGL-BJM-KGL		
		RWANDA AIR	KGL-BJM-KGL		
3	ARUSHA	WB	KGL JRO KGL		
		RWANDA AIR	KGL-JRO-KGL		
4	JOHANNESBURG	WB	KGL JNB KGL		
		KQ	KGL-NBO-JNB-NBO-KGL		
		RWANDA AIR	KGL-JNB-KGL		
		KENYA AIRWAYS	KGL-NBO-JNB : RT		
		SOUTH AFRICAN	KGL-JNB-KGL		

<sup>12</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

		ETHIOPIAN AIRLINES	KGL-ADD-JNB : RT		
5	ADDIS ABEBA	ET	KGL ADD KGL		
		ETHIOPIAN AIRLINES	KGL-ADD-KGL		
6	BRAZAVILLE	ET	KGL ADD BZV ADD KGL		
		KQ	KGL-NBO-BZV-NBO-KGL		
		RWANDA AIR	KGL-BZV-KGL		
7	MAPUTO	KQ	KGL NBO MPM NBO KGL		
		KENYA AIRWAYS	KGL-NBO-MPM : RT		
8	CAPETOWN	WB// SA	KGL JNB CPT JNB KGL		
		-	-		
9	ENTEBBE	U7//WB	KGL EBB KGL		
		RWANDA AIR	KGL EBB KGL		
10	HARARE	ET	KGL ADD HRE ADD KGL		
		KQ	KGL-NBO-HRE		
11	MOMBASA	WB	KGL-MBA-KGL		
12	DAR ES SALAM	WB/PW	KGL-NBO-DAR-NBO-KGL		
		-	-		
13	ZANZIBAR	KQ	KGL-NBO-ZNZ-NBO-KGL		
		-	-		
14	COTONOU	ET	KGL-ADD-COO-ADD-KGL		
		RWANDA AIR	KGL-COO-KGL		
15	LAGOS	ET	KGL-ADD-LOS-ADD-KGL		
		RWANDA AIR	KGL-LOS-KGL		

16	ABIDJAAN	ET	KGL-ADD-ABJ-ADD-KGL		
		RWANDA AIR	KGL-ABJ-COO-KGL		
17	ACCRA	ET	KGL-ADD-ACC-ADD-KGL		
		RWANDA AIR	KGL-ACC-KGL		
18	BAMAKO	ET	KGL-ADD-BKO-ADD-KGL		
		RWANDA AIR	KGL-COO-BKO-COO-KGL		
19	DOUALA	ET	KGL-ADD-DLA-ADD-KGL		
		RWANDA AIR	KGL DLA KGL		
20	KINSHASHA	KQ	KGL-NBO-FIH-NBO-KGL		
		ET	KGL ADD FIH ADD KGL		
21	JUBA	ET	KGL ADD JUB ADD KGL		
		RWANDA AIR	KGL JUB KGL		
22	Dakar	ET	KGL ADD DLA ADD KGL		
		KQ	KGL NBO DLA NBO KGL		
23	LIBRIVILLE	ET	KGL ADD LBV ADD KGL		
		RWANDA AIR	KGL LBV KGL		
24	LOME	ET	KGL ADD LFW ADD KGL		
		-	-		
25	NDJAMENA	ET	KGL ADD NDJ ADD KGL		
		-	-		
26	YAOUNDE	KQ	KGL NBO NSI NBO KGL		
		ET	KGL ADD NSI ADD KGL		
27	KHARTOUM	KQ	KGL-NBO-KRT-NBO-KGL		
		ET	KGL ADD KRT ADD KGL		

28	DUBAI	RWANDA AIR	KGL DXB KGL		
		ET	KGL ADD DXB ADD KGL		
		KENYA AIRWAYS	KGL NBO DXB NBO KGL		
29	CAIRO	ET	KGL ADD CAI ADD KGL		
		KENYA AIRWAYS	KGL NBO CAI NBO KGL		
<b>No</b>	<b>Destination</b>	<b>Airline</b>	<b>Proposed Itinerary</b>		
1	BANJUL	KENYA AIRWAYS	KGL-NBO-LOS-BJL :RT		
2	DAKAR	ETHIOPIAN AIRLINES	KGL-ADD-DKR :RT		
		KENYA AIRWAYS	KGL NBO DKR -RT		
3	CONAKRY	ETHIOPIAN AIRLINES	KGL-ADD-CKY :RT		
4	MONROVIA	KENYA AIRWAYS	KGL-NBO-ROB :RT		
5	ABIDJAN	ETHIOPIAN AIRLINES	KGL-ADD-ABJ : RT		
		KENYA AIRWAYS	KGL-NBO-ABJ :RT		
6	OUAGADOUGO	KENYA AIRWAYS	KGL-NBO-OUA :RT		
		ETHIOPIAN AIRLINES	KGL-ADD-OUA :RT		
<b>No</b>	<b>Destination</b>	<b>Airline</b>	<b>Proposed Itinerary</b>		
1	MONTREAL	KQ // KLM	KGL-AMA-YUL-AMS-KGL		
		BRUSSELS AIRLINES	KGL BRU YUL		
2	VANCOUVER	KQ // KLM	KGL NBO AMS YVR AMS NBO KGL		
		KLM	KGL-AMS-YVR: RT		
3	WASHINTON	ET	KGL ADD IAD ADD KGL		
		KLM	KGL-AMS-WAS :RT		
4	LOS ANGELES	KQ // KLM	KGL NBO AMS LAX AMS NBO KGL		
		KLM	KGL-AMS-LAX : RT		
		TURKISH AIRLINES	KGL-IST-LAX : RT		

5	NEW YORK	SN//AA	KGL-BRU-JFK-BRU-KGL		
		KLM	KGL-AMS-JFK :RT		
		QATAR AIRWAYS	KGL-DOH-JFK :RT		
		TURKISH AIRLINES	KGL-IST-JFK :RT		
6	ATLANTA	KLM	KGL-AMS-ATL-AMS-KGL		
		-	-		
7	WASHINGTON	SN//UA	KGL-BRU-IAD-BRU-KGL		
		-	-		
8	CHICAGO	SN//UA	KGL-BRU-ORD-BRU-KGL		
		-	-		
<b>No</b>	<b>Destination</b>	<b>Airline</b>	<b>Proposed Itinerary</b>		
1	DELHI	ET	KGL-ADD-DEL-ADD-KGL		
2	BOMBAY	ET	KGL-ADD-BOM-ADD-KGL		
3	BANGKOK	KQ	KGL-NBO-BKK-NBO-KGL		
4	HONGKONG	KQ	KGL-NBO-HKG-NBO-KGL		
<b>No</b>	<b>Destination</b>	<b>Airline</b>	<b>Proposed Itinerary</b>		
1	BRUSSELS	ET	KGL ADD BRU ADD KGL		
		SN	KGL-BRU-KGL		
		TURKISH AIRLINES	KGL-BRU-KGL		
		QATAR AIRWAYS	KGL-DOH-BRU :RT		
2	PARIS	ET	KGL ADD CDG ADD KGL		
		KLM	KGL-AMS-PAR :RT		
		QATAR AIRWAYS	KGL-DOH-PAR :RT		
3	LONDON	ET	KGL ADD LHR ADD KGL		
		KLM	KGL-AMS-LON :RT		
		TURKISH AIRLINES	KGL IST LON RT		
		QATAR AIRWAYS	KGL-DOH-LON :RT		
4	ROME	ET	KGL ADD FCO ADD KGL		
		KLM	KGL-AMS-FCO :RT		
		QATAR AIRWAYS	KGL-DOH-FCO :RT		

		TURKISH AIRLINES	KGL IST FCP Rt		
5	GENEVA	SN	KGL BRU GVA BRU KGL		
		KLM	KGL-AMS-GVA :RT		
		TURKISH AIRLINES	KGL-IST-GVA : RT		
6	AMSTERDAM	KLM	KGL-AMS-KGL		
		-	-		
7	FRANKFURT	ET	KGL-ADD-FRA-ADD-KGL		
		-	-		
8	MUNIC	KLM	KGL-AMS-MUC-AMS-KGL		
		-	-		
9	BERLINE	KLM	KGL-AMS-BER-AMS-KGL		
		-	-		
10	VIENNA	KLM	KGL-AMS-VIE :RT		
		TURKISH AIRLINES	KGL-IST-VIE :RT		

**Section 8: FORM FOR PROPOSAL SECURITY**

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

---

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

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

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

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

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

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

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

***SIGNATURE AND SEAL OF THE GUARANTOR BANK***

Date .....

Name of Bank .....

Address .....

**Section 9: FORM FOR PERFORMANCE SECURITY<sup>13</sup>**

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

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

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

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

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

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

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

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date .....

Name of Bank .....

Address .....

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**Section 10: Form for Advanced Payment Guarantee<sup>14</sup>**

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<sup>13</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template

<sup>14</sup> This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price



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

---

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of UNDP]*

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of Company]*(hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]*dated *[insert: date]* with you, for the provision of *[brief description of Services]*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*)is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)<sup>15</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_, 2 \_\_\_\_,<sup>16</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

**Note:** *All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

\_\_\_\_\_ *offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.*

<sup>15</sup> *The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.*

<sup>16</sup> *Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph : "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee.*

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Section 11: Contract for Professional Services

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

**[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]**

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of \_\_\_\_\_ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) this Letter;

b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;

c) the Contractor's Proposal [ref....., dated .....]

d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
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....	.....	.....	.....
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2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

**[LIST DELIVERABLES]**

**[INDICATE DELIVERY DATES]**

e.g.

Progress report	../../....
.....	../../....
Final report	../../....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

**OPTION 1 (FIXED PRICE)**

3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon.....	.....	././....
.....	.....	././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

**OPTION 2 (COST REIMBURSEMENT)**

3. Price and payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex \_\_\_\_\_ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.

3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.5 The Contractor shall submit invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

3.5. The Contractor shall submit an invoice for \_\_\_\_\_ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of \_\_\_\_\_ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:  
.....
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ **[NAME OF THE BANK]**  
\_\_\_\_\_ **[ACCOUNT NUMBER]**  
\_\_\_\_\_ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ **[INSERT DATE]** and shall complete the Services within \_\_\_\_\_ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

**For the Contractor:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

**[INSERT NAME AND DESIGNATION]**

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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.

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