



United Nations Development Program

Kigali-Rwanda
October 04, 2021

REQUEST FOR PROPOSAL (RFP)

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the provision of **Travel Management Services** to the UN Agencies in Rwanda on a long term agreement basis.

This RFP includes the following documents:

- Section 1 – This Notice of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Contract for Professional Services, including General Terms and Conditions
- Appendix A – Instructions manual for use of the Etendering system by suppliers.
- Appendix B – Terms and Conditions for use of online eTendering system.

Your offer, comprising of a Technical and Financial Proposal, should be submitted in accordance with Section 2, through eTendering online system and no later than 24th October 2021 at <https://etendering.partneragencies.org>

IMPORTANT NOTE: You are advised to submit your offer one day before to avoid any unplanned issue.

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

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

Yours sincerely,

Varsha Redkar-Palepu
UNDP Resident Representative.

Section 2: Instruction to Proposers¹

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*NOI*” (Section 1 of the RFP) refers to the Notice 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.
- 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.

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. **Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet.**

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

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencypdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

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

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

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

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8); A scanned copy of this document must be attached with your proposal in the system and the original must be sent by mail. Original must arrive no later than [insert date and time]
- 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 by uploading the document with the responses in the system (including an explanation of the query but without identifying the source of inquiry). After which, all Proposers who have accepted in the Invitation will be automatically alerted that such a clarification has been posted online.

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 that will be uploaded in the system and made available to all Invited Proposers. All prospective Proposers (Proposers who have “accepted the Bid Invitation” in the system) will be notified that changes have occurred 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 **Bid Event**. 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 **Bid Event**, then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

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.

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.

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 uploaded on the system. 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 uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal..

23.2 In the unlikely and exceptional event that the Proposers encounter technical problems

when submitting the proposal in the system, then the Proposal can be sent via email as instruction in the Data Sheet (DsNo. XX). Proposers are however strongly advised to undertake all necessary efforts, including requesting support from UNDP, to submit the Proposal through the online system. In all cases, email submission must be authorized and accepted by UNDP prior to the submission deadline indicated . *Proposals submitted via email which **does not have prior authorization** by UNDP will not be accepted.*

- 23.3 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. 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 cancelling or editing their bid in the system.

25. 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

26. 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.

27. Evaluation of Proposals

29.1 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.

29.2 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 overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

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

<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> $\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$
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29.3 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.

28. 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.

29. 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.

30. 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

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

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

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

32. 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).

33. 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.

34. 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.

35. 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.

36. 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.

37. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>

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

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Travel Services
2		Title of Services/Work:	Provision of Travel Management Services to the UN Agencies in Rwanda on a long term agreement basis
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 <i>[if yes, describe how, and ensure that requirements properly define the sub-parts]</i> <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. Such alternative proposal must be clearly indicated in the submission. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held on:	Not Applicable
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days

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

			<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input type="checkbox"/> Required Amount: Click here to enter text. Form: Click here to enter text. <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security ³	<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 checked="" type="checkbox"/> Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not Applicable
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of ____% of contract ⁴ <input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed <input type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : _____ Max. no. of days of delay : _____ After which UNDP may terminate the contract.
14	F.37	Performance Security	<input type="checkbox"/> Required Amount : _____ Form: _____ <input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency <i>Reference date for determining UN Operational Exchange Rate : _____</i>

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

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

16	B.10.1	Deadline for submitting requests for clarifications/ questions	On 24 th October 2021
17	B.10.1	Contact Details for submitting clarifications/questions ⁵	Focal Person in UNDP: Umuhire Nadine Telephone: +250788562807 Fax No. : _____ E-mail address dedicated for this purpose: nadine.umuhire@undp.org / 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 <input checked="" type="checkbox"/> Uploaded in the system. Once uploaded , Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system.
19	D.23.3	No. of copies of Bid that must be submitted	Only one proposal to be submitted in the system,
20	D.23.1 b) D.23.2	Bid submission address	To be submitted in eTendering system: https://etendering.partneragencies.org
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: 24th October 2021. As specified in the system (note that time zone indicated in the system is New York Time zone UTC -4). PLEASE NOTE:- 1. You are advised to submit your offer a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Online bidding in Etendering module.
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: https://etendering.partneragencies.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF files only, password protected

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

			<input checked="" type="checkbox"/> Password for all files except the financial proposal <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input checked="" type="checkbox"/> Password for the financial proposal <u>must</u> not be provided to UNDP until it is formally requested by UNDP focal points indicated in DS No. 17. <input checked="" type="checkbox"/> Max. File Size per transmission: 16MB <input checked="" type="checkbox"/> Max. No. of transmission : 1 <input checked="" type="checkbox"/> No. of copies to be transmitted : 1 <input checked="" type="checkbox"/> Mandatory subject of email : RFP/UNDP/RWA/2021/056 : Provision of Travel Management Services To UN Agencies in Rwanda on Long Term Agreement Basis <input checked="" type="checkbox"/> Time Zone to be Recognized: - 4 hours UTC
24	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	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including brochures and product catalogues relevant to the 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 <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation

			<input checked="" type="checkbox"/> Local Government permit to locate and operate in RWANDA <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Copy of 2019 IATA (International Air Transport Association) Accreditation Certificate; <input checked="" type="checkbox"/> CVs of managerial personnel and travel staff highlighting experiences in servicing international organizations of similar size and nature as UNDP/UN, including relevant certificates, accreditations, awards and citations received; <input checked="" type="checkbox"/> Latest Audited/certified Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients <input checked="" 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.
27		Other documents that may be Submitted to Establish Eligibility	<i>Minimum Eligibility Criteria :</i> <i>a) RDB registration</i> <i>b) IATA (International Air Transport Association) Accreditation Certification</i> <i>c) Minimum 5 years of experience in Travel Management Services</i> <i>d) Minimum three (3) ongoing or completed contracts for same or similar services executed in last 36 months</i>
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	January 1, 2022
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	1+ 2 years; Long Term Agreement would be for an initial period of one year with the option to extend for two additional years subject to satisfactory performance.
31		UNDP will award the contract to:	<input type="checkbox"/> One Proposer only <input checked="" type="checkbox"/> One or more Proposers, depending on the service fees charged
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
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 signature by both parties
35		Other Information Related to the RFP ⁶	

⁶ Where the information is available in the web, a URL for the information may simply be provided.

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
Form 1	Company Profile/Reputation/Experience	30%	300					
Form 2	Proposed Work Plan and Business Approach	50%	500					
Form 3	Personnel	20%	200					
	Total	100%	1,000					

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

Form 1: Company Profile/Reputation/Experience

Form 2: Proposed Work Plan and Business Approach

Form 3: Personnel

Technical Proposal Evaluation		Points obtainable	Company				
Form 1			A	B	C	D	E
Expertise of Firm / Organization Submitting Proposal (Company Profile/Reputation/Experience)							
1.1	Reputation/Experience of Organization and Staff (Competence / Reliability)						
1.1.1	5 Years of Experience in Travel Trade Business	20					
1.1.2	Organization Chart of the Travel Agency	5					
1.1.3	Total Volume of Ticket Sale for the last 4 years (Indicate the numbers- do not attach copies)	15					
1.1.4	Minimum three letters of confirmation from Airlines of holding healthy relationship and special UN fares	15					
1.1.5	Copies 2018 – 2020 audited financial reports (attach only audit opinion and main financial statements without notes)	15					

1.2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management Support						
1.2.1	Being an IATA member (Minimum 5 years as an IATA agent)	30					
1.2.2	Statement of satisfactory performance from the top three (3) clients	40					
1.2.3	Portal for providing travel /visa requirements for different parts of the world.	20					
1.2.4	Emergency Contact Person round-the-clock (Yes/No) (detail description of contact person and that of alternate)	10					
1.2.5	Ability to handle travel related to emergency medical evacuation/staff evacuation from the country. Explain on a separate heading	30					
1.2.6	Be able to handle safe travel during current COVID-19 pandemic or if any other in future (Company to explain on a separate heading)	30					

1.2.7	Do you have Business Contingency plan? Yes/No. If yes, how does it work?	10					
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 (Such as automated/Online access to MIS reports for the sales done for UN, Booking Tool, in case UN prefers to book their travel in-house,...) Provide proof	30					
Total Form 1		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company Name				
			A	B	C	D	E
Proposed Work Plan and Business Approach							
2.1	Travel Reservations:						
2.1.1	Number of days taken to issue a ticket from 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	25					
	Three Letters of confirmation from Airlines of holding healthy relationship and special UN fares	20					
2.3	Describe System of billing/invoices and ability to provide Statement of account, financial 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 2 quotations for same destination within 24 hours (Yes or No).	70					

	If Yes described in detail.						
2.7	Support Services :						
2.7.1	Do you provide hotel reservation services in 20 major cities around the Globe? Please provide proof.	50					
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 RFP requisites</i>)	50					
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	The agency has a branch has in Kigali	10					
	Total Form 2	500					

Technical Proposal Evaluation Form 3		Points Obtainable	Company				
			A	B	C	D	E
Personnel							
3.1	Operations Manager x 1 (<i>Please attach CV</i>)	40					
3.1.1	Required Qualification: Minimum Master Degree or Bachelors Degree preferably in Management	10					
3.1.2	Experience of minimum eight (8) years of supervisory experience.	10					
3.1.3	Professional Qualification – Certificate in Travel or other related field	10					
3.1.4	Training Experience in AMADEUS/Ticketing software and others (please list them with certificates)	5					
3.1.5	Language: Fluency in spoken and written in English and French (Knowledge of other UN languages will be advantage)	5					
	Sub Total of 3.1						
3.2	1 International Rate Specialist x 1 (<i>please attach CVs</i>) UN	40					
3.2.1	Required Qualification: Education: Minimum of Intermediate Level of Pass	10					
3.2.2	Professional Qualification – Certificate in Travel or other related field	10					
3.2.3	Experience of 5 years of specialized experience in international rates and fare construction including complex international routings.	10					

3.2.4	Training Experience in AMADEUS/Ticketing software and others (please list them with certificate)	5					
3.2.5	Language: Fluency in spoken and written in English	5					
	Sub Total of 3.2						
3.3	2 Travel Counselors:	80					
3.3.1	Required Qualification: Education: Minimum of Intermediate Level of Pass	10					
3.3.2	Professional Qualification – Certificate in Travel or other related field	10					
3.3.3	Experience of 5 years in International Ticketing Services	10					
3.3.4	Training Experience in AMADEUS/Ticketing software and others (please list them with certificate)	5					
3.3.5	Language: Fluency in spoken and written in English	5					
3.3.6.	Ticketing Officers x 2 (please attach CVs) UN may request additional Number of staff depending on the volume	40					
	Number of Staff to be assigned for ticket delivery for UN Agencies	20 x 2					
	Sub Total of 3.3						
	Total Form 3	200					

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. **Voided 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:

Date	TICKET NUMBER	PASSANGER NAME	ROUTING	Total Fare	Corporate Discount	INVOICE NO AND UN AGENCY
TOTAL						

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 be 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 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 Form⁹

[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.

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]

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

Information Form¹⁰

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

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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		

<p>14. Attached are copies of original documents of:</p> <p><input type="checkbox"/> All eligibility document requirements listed in the Data Sheet</p> <p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.</p>

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

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1. Proposer's Legal Name: *[insert Proposer's legal name]*

2. JV's Party legal name: *[insert JV's Party legal name]*

3. JV's Party Country of Registration: *[insert JV's Party country of registration]*

4. Year of Registration: *[insert Party's year of registration]*

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: *[insert Party's legal address in country of registration]*

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: *[insert name of JV's Party authorized representative]*

Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

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

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

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

Name of the SERVICES:.....

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

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

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

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

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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:

Name:

Position for this Contract:

Nationality:

Contact information:

Countries of Work Experience:

Language Skills:

Educational and other Qualifications:

Summary of Experience: *Highlight experience in the region and on similar projects.*

Relevant Experience (From most recent):

Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2015-January 2019</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member

Date Signed

Section 7: Financial Proposal Form¹²

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

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

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

(1) Based on the annual value and volume of travel services procured by the UN Agencies in Rwanda, during 2021-2023 are requested to indicate the service fee for each mandatory service required in TABLE 7.1. The Financial Proposal will be opened only from those Offerors which Technical Proposal passed the minimum technical score of 70% (700 points) of the maximum obtainable score of 1000 points in the evaluation of the Technical Proposals

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

TABLE 7.1 Mandatory Services Requirement

Ticketing Based Charges and Other Service and Transaction Fees	Weightage for each service (A)	Fixed Fee per transaction (US\$) (B)	Total (A)x(B) (US\$) (C)
7.1.a) TICKET ISSUANCE FEES (Including Cancellation and/or Re-issuance in the same Airline)			
• International Air Ticket	90		
• Domestic Air Ticket	4		
7.1.b) NON-TICKET BASED FEES AND OTHER SERVICE CHARGES:			
• Visa processing/assistance fee - per visa	2		
• Lost ticket and travel documents assistance – per ticket / document	2		
• Airport assistance (meet and greet at airport) – per instance	2		
Total (US\$)			

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

