



Request for Proposal (RFP)

Date: 23 April 2008

Dear Sir/Madam,

Subject: RFP for the provision of Travel Management Services to UN Agencies in Azerbaijan

1. UNDP Azerbaijan, on behalf of UN agencies in Azerbaijan, is hereby requesting a proposal from travel agencies who are interested in providing various travel services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:

Annex I: Instructions to Offerors
Annex II: General Conditions of Contract
Annex III: Terms of Reference (TOR)
Annex IV: Proposal Submission Form
Annex V: Price Schedule

3. Your offer comprising of confidential technical proposal and confidential financial proposal, in separate sealed envelopes submitted together, should reach the following address **no later than 5.30 p.m., Monday, 12 May, 2008:**

Ms. Humaya Huseynova
Senior Procurement Specialist
UNDP
3 UN 50th. Anniversary Street
Baku, AZ 1001, Azerbaijan.
Phone : 498-9888 (Ext. 134)
Fax : 492-24-91

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Bruno Pouezat
UN Resident Coordinator in Azerbaijan

Annex I

Instructions to Offerors

A. INTRODUCTION

1. General

The Request for Proposal (RFP) was prepared to seek proposals from Travel Agencies for specific travel services to be provided to UNDP on behalf of UN agencies in Azerbaijan. UNDP plans to enter into the long term agreement for a two year contract with a Travel Agency for the provision of travel services.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

3. Contents of solicitation documents

Proposals must offer services for the total requirement unless specified as optional. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents and information session for prospective offerers

An information session for prospective offerers will be held at **3.00 p.m. on Friday, 30 April in the UN Conference Room in the UNDP Building, 3 UN 50th. Anniversary Street, Baku.** A summary of answers to questions provided at the information session will be posted on the tender page of the UNDP Azerbaijan website at www.un-az.org/undp/

Furthermore a prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment. All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the **English language**. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form (Annex IV);
- (b) Technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements of the Terms of Reference (Annex III);
- (c) Price schedule, completed in accordance with clauses 8 and 9, which is the financial part of the Proposal (Annex V);

8. Technical proposal form

The Offeror shall structure the technical part of its Proposal as follows:

- (a) Expertise of Travel Agency submitting the proposal

This section should provide information on (i) the reputation of travel agency and staff including IATA accreditation and references/letters of recommendation; (ii) the professional experience of the travel agency including years of establishment, IATA membership and experience with UN agencies and other major organizations in Azerbaijan; and (iii) the capability of the travel agency including size of agency, volume of sales, personal competence and financial capabilities.

- (b) Proposed Workplan and Approach of the Travel Agency submitting the proposal

This section should provide information on how effectively the Travel Agency will provide the services in the Terms of Reference in Annex III.

- (c) Personnel of Travel Agency submitting the proposal

This section should provide information on the qualifications, professional experience and skills of the Travel Agency personnel who will provide the services in the Terms of Reference in Annex III.

The technical part of the Proposal should not contain any pricing information on the services offered. Pricing information shall be submitted separately as per the Price Schedule attached at Annex V.

The Offeror's Proposal numbering system should correspond with the numbering system used in the body of this Request for Proposals. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be

provided as annexes to the Proposal. Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

9. Price Schedule

Price schedule which is the financial part of the Proposal (Annex V);

10. Proposal currencies

All prices shall be quoted in USD.

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive. In exceptional circumstances, the procuring UNDP entity may solicit the Offeror’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare one copy of the Proposal. The copy of the Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

D. SUBMISSION OF PROPOSALS

13. Sealing and marking of proposals

The Offeror shall seal the Proposal in two separate inner envelopes, marked as “**Confidential Technical Proposal**” and “**Confidential Financial Proposal**” within one outer envelope as detailed below.

(a) The outer envelope shall be:

- addressed to –

Humaya Huseynova
Senior Procurement Specialist
UNDP
3 UN 50th. Anniversary Street
Baku, AZ 1001, Azerbaijan

and,

- marked with –

“Request for Proposals: Travel Management Services for UN Agencies in Azerbaijan”

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 7 (Proposal submission form) above. The second inner envelope shall include the price schedule.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

14. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **5.30 p.m. on Monday, 12 May 2008**.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

16. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. OPENING AND EVALUATION OF PROPOSALS

17. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by UNDP CO in Azerbaijan. The interested offerers will be invited to participate.

18. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

19. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser’s determination of a Proposal’s responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

20. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared.

The price proposal will be opened only for submissions that passed the minimum technical score of 70% or 700 points of the obtainable score of 1,000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

In the second stage, the price proposal of all proposers who have attained minimum 70% score in the technical evaluation will be compared.

The contract will be awarded to the proposer offering the lowest price who has attained the minimum 70% score in the technical evaluation.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Travel Agency	50%	500					
2.	Proposed Work Plan and Approach	50%	500					
Total			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: Expertise of Travel Agency submitting Proposal

Form 2: Proposed Work Plan and Approach of Travel Agency submitting Proposal

Technical Proposal Evaluation Form 1		Points obtainable	Travel Agency				
			A	B	C	D	E
Expertise of Travel Agency submitting Proposal							
1.1	Travel Agency's Reputation and Professional Experience <ul style="list-style-type: none"> • Classification (IATA Accreditation) • Reliability (References, letters of recommendation, awards) • Years of establishment • Years of IATA membership • Years of experience with UN agencies and other major organizations in Azerbaijan 	200					
1.2	Travel Agency's Capacity <ul style="list-style-type: none"> • Size of Agency (number of employees) • Volume of sales (number of travelers, annual international air tickets) • Competence of managers (qualifications, professional experience, skills, language proficiencies) • Competence of travel agents to be assigned to the UN (qualifications, professional experience, skills, language proficiencies) • Financial capabilities (annual office financial turnover, IATA turnover) 	300					
		500					

Technical Proposal Evaluation Form 2		Points Obtainable	Travel Agency				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	How effectively has the proposal addressed the Terms of Reference?	500					
		500					

E. AWARD OF CONTRACT

21. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action. Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

22. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

23. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser

Annex II

General Conditions of Contract

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

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

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

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

(i) Name UNDP as additional insured;

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

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

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

9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

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

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the

UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

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

18. TAX EXEMPTION

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

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

19. CHILD LABOUR

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

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

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention

on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21. OBSERVANCE OF THE LAW

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

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Annex III

Terms of Reference (TOR)

1. Background

In order to obtain the best price, quality and range of services available from a Travel Agency in Baku, UNDP, on behalf of UN agencies in Azerbaijan, wishes to enter into a contract with a Travel Agency for all its travel management services.

Travel, as referred to in the TOR, shall apply to journeys requested by UN agencies including UNDP and UNDP projects from one place to another for official business purposes. These official purposes include, but need not be limited to, the following:

- Official missions, meetings and various events;
- Appointment and repatriation of staff and family members;
- Home leaves, emergency travels, educational leaves and medical/security evacuations

2. Objective

UNDP is undertaking a solicitation of bid proposal from Travel Agencies who are interested to provide various travel management services regularly required by the UNDP and other UN agencies. All management and administrative products, current and emerging, which assist in the support of the authorized travel, fall within the scope of the proposal. The successful bidder shall be contracted for this purpose for an initial period of two (2) years.

The latest travel statistics for the UN agencies in Azerbaijan show that the amount paid for travel services during 2006 exceeded US\$350,000 and that over 370 tickets were procured. However, the contract shall not provide a minimum guarantee on volume sales.

3. Contract Parameters

- UNDP plans to negotiate a two year contract with a single vendor for the performance of travel services. The service standards to be provided must be of the highest order, and responses to specific criteria concerning service elements will be weighted heavily.
- UNDP will incorporate the Travel Agency's proposal as an addendum to the contract.
- Considering that UNDP requires a variety of services and financial commitments, we expect these to be included under one contract.
- UNDP recognizes the importance of confidentiality of the data provided: the proposal information and the travel itineraries and reservations of its travelers. Accordingly, the selected agency must keep confidential all dealings with UNDP and the UN Agencies.
- This Request for Proposals is not to be construed in any way as an offer to contract with the Agency and UNDP is not committed to selecting any of the travel agencies submitting proposals.

4. Roles and Responsibilities

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

- Contract administration
- Performance reviews

Responsible staff in each UN agency shall serve as the focal points for the following travel functions related to their agency:

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

5. Qualification of the Successful Travel Agent

The successful travel agency who will be contracted to serve the needs of UNDP shall have the following minimum qualifications:

- Accredited **IATA** Travel Agency duly licensed in the country;
- Maintains a good track record in serving international organizations, embassies and medium to large multi-national corporations;
- Employs competent and experienced travel consultants, skilled in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae;
- Financially capable of rendering services to UN agencies including UNDP;
- Maintains facilities of on-line booking / airline reservations (i.e. Amadeus, or World Span), international ticketing and ticket printing facilities;
- Capable of delivering tickets;
- Willing and able to guarantee the delivery of products and services in accordance with performance standards required under this TOR.

6. Scope of Work and Expected Outcomes

The travel agency shall provide full, prompt, accurate and expert international and national travel products and services to UN agencies. The products and services include, but not limited to, the following:

1) Reservation and Ticketing

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

2) **Airfares and Airlines Routings / Itineraries**

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

3) **Travel Information / Advisories**

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

4) Billing and Invoice

- The travel agency shall send an itemized official invoice promptly to UNDP after receipt of the ticket.

5) Flight Cancellation / Re-booking and Refunds

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

6) Management Reporting System

The travel agency shall submit the following reports on a monthly basis;

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

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

- Hotel reservation in Baku and abroad that meets international standards (Three/Four Stars);
- Provision of airport transport to and from hotels in Baku
- Rental of cars and drivers in Baku;
- Assistance with obtaining visas for foreign countries from Embassies in Baku and in foreign countries
- Support for conferences and meeting logistics in Baku;
- Preferred seating arrangements;
- Any additional services or discounts/incentives that the applicant wishes to identify

7. Performance Standards and Service Level Guarantee

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

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Airline Reservation	Agency Accuracy	Ability to perform task completely and without error	Zero-error in passenger records/airline bookings, fare computation and routing
	Speed and	Ability to deliver product or	▪ For confirmed bookings

	Efficiency	service promptly and with the use of resources	via itinerary within two hours time of request ▪ For wait listed bookings via regular updates every two days
2. Airline Tickets	Agent Accuracy	Ability to perform task completely and without error	<u>Zero-error</u> in the printed ticket/aborted travel due to incomplete travel documents
	Timeliness of delivery	Ability to deliver product or service on or before promised date	<u>3 working days</u> before departure date
3. Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/nationalities	<u>Zero-incident</u> of complaint/aborted travel due to incomplete travel documents
	Clarity	Ability to deliver product or service on or before promised date	<u>10 Working days</u> before departure
4. Billing	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error</u> or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	<u>Zero>Returns</u> for clarification/explanation
5. Rates/Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards
	Company concern about fares	Ability to quote competitive fare	At levels same or lower than airline preferred rates. Guarantee that <u>one quotation is the lowest obtainable fare</u>
	Good value indicated by price	Competitive of fares quoted vs. restrictions or lack/absence thereof	At the same terms or better than quoted by airlines
	Willingness to assist UNDP negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent UNDP in dealings with airlines	Semi annual meetings to obtain competitive rates in the market and preferable fare conditions (i.e. ticketing, deadlines, etc.)
6. Service Quality	Accessibility	Ability to access or approach travel agency	Telephone: 3 rings Emergency: 24 hours Email: available Website: available
	Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meetings with UNDP
		Willingness to go out of one's way to help the traveler	No. of personal travels booked with travel agents
7. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis	100% within one month from date of cancellation

		where tickets are refundable	
	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week Manner of resolution: Satisfactory score
8. Travel Consultants	Competence	Knowledge of destinations Knowledge of airline practices, fare levels and shortest routes and connections Knowledge of UNDP policies	Proficiency rating of not less than 75%
9. Communications	Awareness Level of Travelers regarding Travel Agency Product and Services	Services and policies are communicated to travelers. Travelers are well informed about matters concern them	Frequency of communications: Monthly
10. Office premises and Hours of Services	Readiness to do business	Travel Agency open for business during normal working hours	<ul style="list-style-type: none"> ▪ Accommodation of calls during off-hours ▪ Zero complaints that no one was around to answer calls

8. Schedule of Requirements

Required Documents*		Submitted	
		Yes	No
1.	<u>General Information:</u> <ul style="list-style-type: none"> ▪ Profile of the Travel Agency ▪ Copy of IATA Accreditation Certificate 		
2.	<u>Business References:</u> <ul style="list-style-type: none"> ▪ Major Corporate Clients / Contract Details / Estimated Contract Value ▪ <u>At least</u> three letters of Recommendations from corporate clients 		
3.	<u>Volume of Sales for 2006&2007</u> <ul style="list-style-type: none"> ▪ Number of travelers ▪ Annual number of trips ▪ Annual international air tickets (#) ▪ Annual international air tickets (USD) 		
4.	<u>Size of Agency:</u> <ul style="list-style-type: none"> ▪ List of name(s) (if any) and address(s) of branch office (s) worldwide ▪ List of airline(s) (if any) that your agency <u>issue</u> air-tickets on behalf of ▪ List of airline(s) (if any) that your agency <u>sell</u> air-tickets on behalf of 		
5.	<u>Financial Capabilities:</u> <ul style="list-style-type: none"> ▪ Financial statement for the past two years 		
6.	<u>Personnel Competence:</u> <ul style="list-style-type: none"> ▪ Curriculum Viteas of managers and other full time travel staff members qualified and competent to sell international air transportation 		

Annex V

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the Request For Proposals response.

All prices/rates quoted must be exclusive of all taxes, since UN agencies are exempt from taxes.

Notes:

- All prices to be indicated in USD,
- Return most direct/most economy air tickets to be quoted, with exception if the accumulated flying time exceeds 9 hours in duration when the lowest business class fare should be quoted,
- Departure from / arrival to Baku for all below mentioned quotations required,
- Date of Travel: **from Baku, 05 May, arrival to Baku, 12 May 2008.**
- Airport taxes are to be included in the quoted prices,
- All commissions, overrides, and rebates returned in full to UN agencies.
- Supporting documentation verifying the validity of each of these airfares should be provided

Destinations	Airline/s	Total Airfare (USD)
ALMATY		
BANGKOK		
BISHKEK		
GENEVA		
ISTANBUL		
MOSCOW		
NEW YORK		
VIENNA		
TOTAL		

Car Service from Heydar Aliyev International Airport to Hotels in Central Baku (USD)

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