

# Request for Proposal (RFP)

Ref: RFP/UN Agencies



Date: 10, February, 2011

Dear Madam/Sir,

Subject: **RFP for the provision of Travel Services to the United Nations in Papua New Guinea**

The total annual volume of air tickets procured by the 8 UN Agencies in 2010 is estimated to reach USD 2,800,000. The ticketing volume in the years to come is expected to remain at the similar level or even higher.

With the aims of minimizing costs and streamlining work processes, The United Nations Agencies in Papua New Guinea, including but not limited to UNDP, UNFPA, UNICEF, UNHCR, WHO, UNAIDS, OCHA, UNOHCHR, are hereby undertaking a solicitation of bid proposals from travel agencies who are interested to provide comprehensive travel services.

In that respect, your agency is invited by the United Nations Operations Committee in Papua New Guinea to participate in the competitive bidding for the provision of the above mentioned travel services.

To enable you to submit a proposal enclosed please find:

- Annex I. Instructions to Bidders
- Annex II. General Conditions of Contract for Services
- Annex III. Terms of Reference (TOR)
- Annex IV. Sample of Long Term Agreement (LTA)
- Annex V. Proposal Submission Form
- Annex VI. Price Schedule

Your offer should include Annexes V and VI together with a **“Technical Proposal”** and a **“Financial Proposal”** in separate sealed envelopes labelled as **“RFP/2011: Procurement of Travel Management Services to UN AGENCIES in Papua New Guinea”**

The proposals should be sent to UN Resident Coordinator's Office no later than **close of business, 14 March 2011**.

Address:

Mr. Cai Meng  
Operations Manager  
UN Resident Coordinator's Office  
P.O. Box 1041  
Level 14, Deloitte Tower, Port Moresby  
Papua New Guinea

Fax: +675-3211224

The complete Terms of Reference can be downloaded from *Procurement Updates* at <http://www.undp.org.pg/jobs.html> .

This letter is not to be construed in any way as an offer to contract with your firm. Furthermore, UN Agencies reserve the right to reject parts or all of the proposals.

Should you have any questions concerning the documents and the process described above, you may send your inquiry in writing by mail or fax before **28 February 2011**. We will respond to you in writing within a week. Any inquiry by phone or visit will not be answered.

Yours Sincerely,

Cai Meng

UN Operations Manager  
United Nations Resident Coordinator's Office  
Papua New Guinea

## ANNEX I INSTRUCTIONS TO BIDDERS

### A. Introduction

#### 1. General

This Request for Proposal (RFP) was prepared to seek Proposals from Travel Agencies for comprehensive travel services to be provided to UN Agencies. UN Agencies plan to negotiate a contract for an initial year with two vendors for the provision of travel services. The contract will be subject to renewal on expiration for further period of one year, upon a Performance Appraisal of the service provided.

This RFP outlines detailed procedures to be followed by Travel Agencies in pursuing interest in the Business of UN Agencies.

#### 2. Cost of proposal

The Bidder shall bear all costs associated with the preparation and submission of the Proposal. The UN Agencies 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. Proposals offering only part of the requirement will be rejected. The Bidder 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 Bidder's risk and may affect the evaluation of the Proposal.**

#### 4. Clarification of solicitation documents

A prospective Bidder requiring any clarification of the Solicitation Documents may notify the UNRC Office in writing at the organization's mailing address or fax number indicated in the RFP. The UNRC Office will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than 14 fourteen days 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 Bidders that has received the Solicitation Documents.

#### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the UNRC Office may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.

All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the UNRC Office 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 Bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder and the UNRC Office shall be written in the **English language**. Any printed literature furnished by the Bidder 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;
- (b) Operational part of the Proposal, including **documentation** to demonstrate that the Bidder meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

## 8. Proposal form

The Bidder shall structure the operational part of its Proposal as follows:

### (a) Management plan

This section should provide corporate orientation to include the year and country of incorporation and a brief description of the Bidder's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Bidder should comment on its experience in similar projects and identify the person(s) representing the Bidder in any future dealing with the UNRC Office.

### (b) Resource plan

This should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Bidder's current capabilities/facilities and any plans for their expansion.

### (c) Proposed methodology

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

**The operational and technical part** of the Proposal **should not contain any pricing** information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. 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/response.

Information which the Bidder 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. Proposal prices

The Bidder shall indicate on an appropriate Price Schedule as per form attached at Annex V. The Bidder shall enclose the price schedule in the financial proposal.

## 10. Proposal currencies

All prices shall be quoted in Papua New Guinea Kina (PGK).

## 11. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the UNRC Office, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the UNRC Office on the grounds that it is non-responsive.

In exceptional circumstances, the UNRC Office may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Bidder granting the request will not be required nor permitted to modify its Proposal.

## 12. Format and signing of proposals

The Bidder shall prepare one copy of the Proposal. The copy of the Proposal shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder 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 Bidder, 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 Bidder shall seal the Proposal in two separate envelopes, marked as "Technical Proposal" and Financial Proposal".

(a) The two envelopes shall be:

- **addressed to –**  
UN Resident Coordinator's Office  
P.O. Box 1041  
Level 14, Deloitte Tower, Port Moresby  
Papua New Guinea
- **Attention –**  
  
Mr. Cai Meng  
UN Operations Manger
- **marked with –**  
"RFP/ 2011: Procurement of Travel Management Services for UN Agencies"

(b) Both envelopes shall indicate the name and address of the Bidder. The first envelope shall contain the information specified in Clause 8 (*Proposal form*) above. The second envelope shall include the price schedule duly identified as such.

**Note: if the envelopes are not sealed and marked as per the instructions in this clause, the UNRC Office will not assume responsibility for the Proposal's misplacement or premature opening.**

### 14. Deadline for submission of proposals

Proposals must be received by the UNRC Office at the address specified under clause *Sealing and marking of Proposals* no later than **17:00, 28, February 2011**.

The UNRC Office 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 UNRC Office and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **15. Late Proposals**

Any Proposal received by the UNRC Office 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 Bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the UNRC Office prior to the deadline prescribed for submission of Proposals.

The Bidder'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 telex or 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 Bidder 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 the Resident Coordinator of United Nations.

#### **18. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Committee may at its discretion, ask the Bidder 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 Committee will examine the Proposals to determine whether they are complete, whether any error has been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed technical evaluation, the Committee 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 Committee'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 Committee and may not subsequently be made responsive by the Bidder 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 of the Proposals will be opened only for submissions that passed the minimum technical

score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals (this includes also the scores of the interview).

Any company scoring 0 for any component of the Detailed Breakdown of obtainable points per each Evaluation Criteria For Expertise of Agency Submitting the Proposal is automatically disqualified and will not be interviewed (this does not consider additional points. Scoring 0 for additional points does not disqualify the company).

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 contractors, who have attained minimum 70% score in the technical evaluation, will be compared.

The contracts will be awarded to the Travel Agencies who obtain the highest scores for the financial proposal according to the financial criteria given in the Price Schedule (lowest cost).

**Technical Evaluation Criteria**

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Agency				
				A	B	C	D	E
1.	Expertise of Agency	50%	500					
2.	Senior Travel Expert	50%	500					
<b>Total</b>			<b>1000</b>					

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

**Form 1: Scope of Services** (for details of criteria, please refer to 6 Scope of Services in the Terms of Reference)

Service Area	Yes/No	Agency				
		A	B	C	D	E
Computerized Reservation System	Yes/No					
E-ticket available	Yes/No					
On-site Office in UN House	Yes/No					
Booking within 2 hours	Yes/No					
Issue ticket within 24 hours	Yes/No					
Provide 3 route options if possible	Yes/No					
Return of differences if the price of tickets is not the lowest in Port Moresby	Yes/No					
Ability of void ticket in time	Yes/No					
Process void refund in time	Yes/No					
Passenger Name Record Search	Yes/No					
24 hours emergency service	Yes/No					

**Form 2: Expertise of Agency Submitting the Proposal**

Technical Proposal Evaluation		Points Obtainable	Agency				
			A	B	C	D	E
1	Reputation of Travel Agencies: <ul style="list-style-type: none"> <li>▪ Classification (IATA Accreditation)</li> <li>▪ Reliability (References, and letters of recommendations)</li> </ul>	100					
2	Professional Experience: <ul style="list-style-type: none"> <li>▪ Years of establishment</li> <li>▪ Years of IATA membership</li> <li>▪ Years of experience with UN Agencies and/or other major organizations</li> </ul>	100					
3	Travel Agencies Capability: <ul style="list-style-type: none"> <li>▪ Size of Agency (branch offices, number of employees)</li> <li>▪ Volume of sales (No. of travelers, annual international air tickets, No. of trips)</li> <li>▪ Personnel Competence (average experience of managers, average experience of travel staff members)</li> <li>▪ E-ticketing service provision</li> <li>▪ Reservation Booking Systems</li> </ul>	300					
<b>Total</b>		<b>500</b>					

<b>Detailed Breakdown of obtainable points per each Evaluation Criteria For Expertise of Agency Submitting the Proposal</b>		
		Points obtainable
<b>Reputation of Travel Agencies:</b>		
<b><i>Reliability (References, and letters of recommendations)</i></b>		50
- Minimum 3 recommendations	20	
- Recommendation from International Organization(s)	5 *	
Recommendation from the UN agency	5*	
Recommendation from IATA Air Carrier	20*	
<b><i>Classification (IATA Accreditation)</i></b>		50
Total Points		<b>100</b>
<b>Professional Experience:</b>		
<b><i>Years of establishment</i></b>		30
- between 2-5 (Two years minimum requirement)	25	
More than 5	5*	
<b><i>Years of IATA membership</i></b>		30
-between 2-5 (Two years minimum requirement)	25	
-More than 5	5*	
Years of experience with UN Agencies and/or other major organizations		40
- between 2-5 (Two years minimum requirement)	30	
-more than 5 years	10*	
		<b>100</b>
<b>Travel Agencies Capability:</b>		
<b><i>Size of Agency ( branch offices, number of employees)</i></b>		60
Branch office(s) in the region	20	
Branch office(s) worldwide	15 *	

1- 4 travel consultants (minimum requirement)	5	
More than 4 travel consultants	20*	
<b>Volume of sales (number of air tickets issued, annual international air tickets turnover,)</b>		80
2000- 3000 air tickets issued annually	25	
More than 4000 air tickets issued annually	10*	
Annual ticket turnover of 1,000,000USD -2,000,000USD	25	Page   9
Annual ticket turnover of 2,000,000USD or more	20*	
<b>Personnel Competence (average experience of managers, average experience of travel staff members)</b>		60
5 -10 years of experience for managers (5 years minimum requirement)	20	
More than 10 years of experience for managers	5*	
3-5 years of experience for travel staff members (3 years minimum requirement)	25	
More than 5 years of experience for travel staff members	10*	
<b>E-ticketing service provision</b>		50
<b>Reservation Booking Systems</b>		50
- one system (minimum requirement)	40	
-more than one system	10*	
		<b>300</b>
<b>Total</b>		<b>500</b>

\*additional points that can be obtained by satisfying given evaluation criteria

## Form 2: Senior Travel Expert

The nominated senior travel expert in your proposal must be the employee who will be responsible for the management of travel services to UN Agencies the entire period set for this contract. If the travel expert decided to terminate her/his services with the Travel Agencies, the last must notify UN Agencies and one month in advance and attach to this letter the Curriculum Vitae of the succeeding proposed travel expert. UN Agencies has the right to reject the newly nominated travel expert if not competent enough to handle the management of the travel services. And in the event of failing to assign experienced personnel, then UN Agencies shall have the right to terminate the contract.

The Senior Travel Experts of the three highest scoring bidders shall be interviewed by a committee, prior to opening the financial proposal to finalize the technical proposal.

Technical Proposal Evaluation		Points Obtainable	Agency				
			A	B	C	D	E
1	Qualification	100					
2	Professional Experience	150					
3	Skills (English Language, Computer Skills)	50					
4	Interview	200					
<b>Total</b>		<b>500</b>					

The price schedule of the Proposals will be opened and compared **only** for submissions that passed the minimum technical score of 70% of the obtainable score of **1000** points in the evaluation of the technical proposals.

**Detailed breakdown of obtainable points per each Evaluation Criteria  
for Senior Travel Expert offered by the Travel Agencies submitting the proposal**

<b>Senior Travel Expert Evaluation</b>		Points obtainable
<b>Qualification:</b>		<b>100</b>
- Certificates or diplomas in travel management services (at least one certificate or diploma and/or combination of education and experience)	60	
- IATA certificate (staff member certified by IATA)	40*	
<b>Professional Experience</b>		<b>150</b>
<b>3-5</b> years of experience in travel management services (3 years minimum requirement)	100	
-more than five years of experience in travel management services	50*	
<b>English Language</b>		<b>50</b>
<b>Interview</b>		<b>200</b>
<b>Total points</b>		<b>500</b>

\*additional points that can be obtained by satisfying given evaluation criteria

## **F. Award of Contract**

### **21. Award criteria, award of contract**

The UNRC Office 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 Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the Committee's action.

Prior to expiration of the period of proposal validity, the UNRC Office will award the contract to the qualified Bidder whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### **22. Committee's right to vary requirements at time of award**

The Committee 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 Bidder(s) shall sign and date the contract and return it to the Committee.

### **24. Termination of the contract**

The UN Agencies Travel Administrator, however, shall, from time to time, evaluate and verify with other travel agencies and other industry indicators the comparability and competitiveness of the rates being given to the UN Agencies. The UN Agencies remains the right to terminate contract with the perspective selected Travel Agencies at any time if the Travel Agencies charges UN Agencies on higher rates than market standards, or does not render minimum services described in this tendering document.

### **25. Payment**

Payment will be made within 30 (thirty) days after the receipt and certification of the Travel Agent' invoice, which shall be submitted only after completion of the services to which it relates and only if UN Agency has certified that the services have been satisfactorily performed by the Travel Agent.

## **G. Reasons of Proposal Rejection**

Bids and proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions. The Request for Proposals contains detailed instructions for preparation and submission that need to be followed carefully.

Below are some of the more common examples of why bids or proposals are rejected by the Committee. Bidders are urged to read this before submission and to check their bid conforms to each of these points and the instructions as noted in the bidding documents.

- The bid is handed in after the deadline for submission, either by hand or electronically. Note that there is a time gap for email submission and emailed proposals sent just before the deadline may arrive after the deadline and be rejected.
- Bids not submitted to correct physical or electronic address.
- In a submission of proposals, technical and financial information is contained in one envelope.
- The proposal is not signed as per the instructions in the RFP.
- No sufficient documents have been provided.
- Documents provided are not in English.
- Documents provided not directly address each point of the evaluation criteria.
- Bids do not offer goods or services which have been specifically requested in the Terms of Reference.
- Proposal is more like a brochure of the agency without specifically addressing the specific criteria of the RFP.

The above examples illustrate some errors which may be made by bidders. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.

## **ANNEX II**

# **GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

### **1.0 LEGAL STATUS:**

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

### **2.0 SOURCE OF INSTRUCTIONS:**

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

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

### **4.0 ASSIGNMENT:**

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

### **5.0 SUB-CONTRACTING:**

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

### **6.0 OFFICIALS NOT TO BENEFIT:**

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

### **7.0 INDEMNIFICATION:**

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

### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

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

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

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

**8.4.1** Name United Nations as additional insured;

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

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

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

### **9.0 ENCUMBRANCES/LIENS:**

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

### **10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by United Nations shall rest with United Nations and any such equipment shall be returned to United Nations at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to United Nations, 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 United Nations for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

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

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

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

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

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

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

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

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

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

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

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

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

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

**13.2.2.3** for the United Nations, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

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

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

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

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

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

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

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

#### **15.0 TERMINATION**

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

**15.2** United Nations reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case United Nations 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 United Nations under this Article, no payment shall be due from United Nations to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

#### **16.0 SETTLEMENT OF DISPUTES**

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

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

#### **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility

services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the United Nations to determine a mutually acceptable procedure.

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

**19.0 CHILD LABOUR**

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

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

**20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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

## **ANNEX III**

### **TERMS OF REFERENCE (TOR)**

#### **1. Background**

In order to achieve further time and cost efficiency while ensuring outstanding quality of service, The United Nations Agencies in Papua New Guinea wish to enter into a Long Term Agreement with **two** of the most competent Travel Agencies to serve all its travel management services. The different agencies of the United Nations in Papua New Guinea have a high volume of domestic and international travel business and services for its staff, experts, visitors and missions. The annual purchase volume is estimated to be around US\$2,800,000 in 2010.

One of the appointed Travel Services Providers is expected to handle domestic travel service arrangements for the United Nations Agencies participating and at the same time the other appointed provider works in the area of international arrangements in the framework of Common Travel Services Management Agreement.

#### **2. Objective**

The United Nations Agencies in Papua New Guinea, including but not limited to UNDP, UNFPA, UNICEF, UNHCR, WHO, UNAIDS, OCHA, UNOHCHR, are hereby undertaking a solicitation of bid proposal from Travel Agencies who are interested to provide Travel Management Services regularly required by the 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 one (1) year (where the first three (3) months will be probationary) is and renewable thereafter, upon satisfactory evaluation of performance.

The Contracts with the selected Travel Agencies would cover the provision of travel management and related services that include, but are not limited to, air, land, and sea travel reservation, ticketing, hotel reservation, airport pickup, visa application, conference support and arranging all formalities related to travel documents processing for the interested UN Agencies in PNG.

#### **3. Definition of UN Authorized Travel**

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

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

All authorized travels should be previously agreed in writing by the approving/authorizing officer of the respective UN Agency in the form of Travel Authorization (TA), Purchase Order (PO) or correspondence.

#### **4. Confidentiality of Personal Information**

UN Agencies recognize the importance of confidentiality of the data provided in the proposal information and the travel itineraries and reservation of its travelers. Accordingly, the selected agency must keep confidential all dealings with the UN Agencies.

#### **5. The UN Travel Policy**

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

- a. Where available, use the lowest applicable fare (including penalty fares) as the preference;
- b. Alternative fare quotes on different classes and routes to be provided with all conditions and restrictions fully listed out for each sector;

- c. Business class travel or equivalent would be applicable for travel that take nine (9) hours or more for which you shall be informed in advance;
- d. Travel regulations prohibit first-class travel except for a few specific categories;
- e. The Travel Agencies must be acknowledgeable of and prepared to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares which entail restrictive conditions (such as penalty or stay-overs), however, shall only be booked with the express approval of authorized UN Agency personnel;
- f. The Travel Agencies shall, where appropriate, attempt to obtain free business class and first class upgrades for UN travelers. Any upgrades should be used for cost-saving purposes only.

## 6. **Scope of Services**

### 6.1 **Travel Services:**

The selected Travel Agencies shall provide full, prompt, accurate, and expert services to staff and their counterparts of the UN Agencies in accordance with the UN policies, procedures, and guidelines. The services required under this Terms of Reference shall include, but not limited to, the following:

- a. The Travel Agencies shall provide all personnel, equipment, systems, materials, supervision, and other items and services necessary to perform travel management services.
- b. The Travel Agencies shall be equipped with fully automated accounting system interfaced with computerized reservation system.
- c. The Travel Agencies shall issue e-ticketing for all trips and assist in issuance of e-visas where applicable.
- d. The Travel Agency selected shall be able to provide and install on-site offices in UN House located at 14<sup>th</sup> Floor, Deloitte Tower, Douglas Street, Port Moresby, NCD, Papua New Guinea. The Travel Agency selected to provide international travel service is mandatory to set up on-site office in UN House.
- e. The Travel Agencies shall provide courteous, responsive and efficient service at all times to fulfill the UN Agencies requirements.
- f. Official travel must be organized on short notice, thereby placing a premium on efficiency and rapid communication in handling all travel related matters. In providing the service, the Travel Agencies shall comply with all aspects of the UN's travel policy as advised by each UN Agency.
- g. For every request from the designated travel staff at the UN Agencies, the Travel Agencies shall within two (2) hours from time of request make bookings based on the lowest available fares and the most direct and convenient routing that are consistent within the entitlement of the applicable travel policy and prepare appropriate itineraries and formal quotations.
- h. For every duly approved UN Travel Authorization (TA) or Purchase Order (PO) or any other correspondences, the Travel Agencies shall arrange the issuance and delivery of the tickets for the traveler immediately within twenty four (24) hours.
- i. In case of an emergency situation and in case an approved Travel Authorization could not be submitted, the Travel Agencies should act on the basis of instructions from authorized UN personnel. Such person(s) with the authority to instruct a travel without a Travel Authorization shall be determined and informed to the Travel Agencies by each UN Agency.
- j. For every request, UN Agencies shall be provided all the options of different ticket routes and classes available for the travel and given option to determine the type of ticket(s) to be applied (normal economy with more flexibility for change or promotional fare). In this regard, the Travel Agencies shall prioritize to update UN Agencies on the availability of promotional fare(s).
- k. The Travel Agencies shall, where applicable, provide travelers with best available fare and advance seat assignments.
- l. Tickets shall be available in accordance with the standards agreed with the Travel Agencies, but no less than forty-eight (48) hours before time of departure, unless the request for ticket comes lesser than forty-eight (48) hours.
- m. The Travel Agencies shall promptly issue and deliver accurately printed e-tickets and detailed itineraries showing the accurate status on all segments of the journey to the travelers or

their authorized representatives up to their office premises. The Travel Agencies shall verify with the concerned UN Agency regarding the itinerary data, class service and fare amounts prior to releasing the ticket as requested.

- n. If required, the Travel Agencies shall either deliver tickets or send by email the e-ticket and other documentations to remote areas in Papua New Guinea as requested.
- o. In the event that required travel arrangements cannot be confirmed, the Travel Agencies shall notify the requesting party of the problem and present three (3) alternative routings/quotations for consideration.
- p. The Travel Agencies shall in a timely manner provide reconfirmation and revalidation of Airline Tickets which are returned as a result of changed routing. Printed itineraries showing complete information on status of reservation on all carriers and Hotels should be provided. For wait-listed bookings, the Travel Agencies shall provide regular feedback on a daily basis on the status of the booking.
- q. The Travel Agencies at all times shall ensure quoted price is the lowest in the market, and if a lower quotation is available under the same terms and conditions, the difference in the costs shall be reimbursed to the respective UN Agency.

## **6.2 Voids and Refunds:**

- a. The Travel Agencies shall void tickets and hotel reservations where possible to avoid charges to the UN Agencies.
- b. Where complete refunds are obtained, the Travel Agencies shall process the refund within the reporting week received.
- c. The Travel Agencies shall process partial refunds requiring fare calculation as expeditiously as possible and within 30 days of receipt.
- d. The Travel Agencies shall provide the UN Agencies with a report showing all unused non-refundable tickets and hotel vouchers. The Travel Agencies shall put information in traveler profiles regarding the value of unused non-refundable tickets and hotel vouchers, and shall adopt procedures to assist travelers in the future.

## **6.3 Emergency Support :**

- a. The Travel Agencies shall conduct a Passenger Name Record (PNR) searches and travelers' notification within one (1) hour after an emergency case (i.e. hijackings, coups, bombings, and natural disasters) as directed by the UN.
- b. The Travel Agencies shall have the capability to operate within 24 hours from an offsite location in case of an emergency and shall provide the contact numbers of key personnel as mutually agreed.
- c. The Travel Agencies shall render other specialized assistance as required by the UN in emergency situations.

## **7. Hours of Operation:**

- a. The Travel Agencies shall provide full services from Monday until Friday between 9. 00 am to 6:00 pm
- b. The Travel Agencies shall notify the UN Agencies on the names and telephone numbers of the Travel Agencies' staff who are available during and after business hours, on weekends and holidays to provide or assist with services if needed, for official and emergency travel.
- c. The Travel Agencies shall also provide contact name and telephone of the Travel Agencies staff in case of an accident occurs

## **8. Reporting:**

- a. The Travel Agencies shall provide monthly "Travel Advisory Information" and any travel advisories from the Airline, Embassies or the Immigration Department as soon as it is released.
- b. The Travel Agencies shall provide the travelers with online and/or offline relevant information on destinations, e.g. flight cancellation, airport transfers,/land transportation facilities, currency restrictions/regulations, health advisories, security advisories, weather conditions, etc.

- c. The Travel Agencies shall create and update travelers' profiles for frequent travelers and verify the information with the traveler at the time each new booking is initiated.
- d. The Travel Agencies shall provide the UN Agencies with a concise "Management Information Reporting" which shall be submitted to the UN Agencies on a quarterly basis. This report, among others, should identify problems, if any, and recommend solutions. Suggestions to enhance service should be included.
- e. Invoices for each transaction shall be retained during the agreement period with a maximum period of three (3) years. The Travel Agencies shall provide the concerned UN Agencies access to these documents.
- f. The Travel Agencies shall provide, at the UN request, employee performance and training reviews of employees who are assigned to the UN account.
- g. The Travel Agencies shall periodically provide briefing/training to UN Agency Staff of fare calculations and other aspects of Travel Management Services.

#### 9. Staffing Qualifications of the Travel Agencies:

- a. The Travel Agencies must be an accredited IATA Travel Agencies duly licensed in the country.
- b. The Travel Agencies shall have in its current office all the necessary equipment and facilities to handle minimum requirements of the UN Agencies.
- c. The Travel Agencies shall have a low personnel turnover rate.
- d. The Travel Agencies currently maintains a nationwide services coverage as well as global network/ affiliates in major UN destinations.
- e. The Travel Agencies shall employ experienced and professionally trained travel experts and staff to handle requirements of the UN Agencies.
- f. The Travel Agencies shall use all appropriate means to anticipate peak booking periods and adjust staff accordingly.
- g. The Travel Agencies shall have sufficient partnership arrangements.
- h. The Travel Agencies shall be experienced in managing onsite and offsite services, and that it is equipped with online reservation and ticketing system (domestic and international).
- i. The Travel Agencies shall assign adequate personnel to provide prompt, courteous and efficient service to the UN Agencies and to fulfill its obligations under the Contract. In general the Travel Agencies shall assign the relevant personnel according to their technical know-how and reliability.
- j. The managers and personnel who shall be assigned to work for UN agencies must have fluent English language skills both in writing and spoken.
- k. The Travel Agencies shall make sure that their staffs are well trained on UN policies and procedures. If necessary, UN agencies shall provide training to the respective staff who will be assigned to work for UN system.

#### 10. Performance Standards and Service Level Guarantee

The contracted Travel Agencies shall perform its services and deliver its products in accordance with the herein prescribes minimum performance standards set by the UN Agencies:

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 Efficiency	Ability to deliver product or service promptly and with the use of resources	<ul style="list-style-type: none"> <li>▪ For confirmed bookings via itinerary within two hours time of request</li> <li>▪ For wait listed bookings via regular updates every two days</li> </ul>
2. Airline Tickets	Agent Accuracy	Ability to perform task completely	Zero-error in the printed

		and without error	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&gt;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 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 UN AGENCIES negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent UN AGENCIES 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 Agencies	Telephone: 5 rings Emergency: 24 hours Email: available Website: available preferred
	Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meetings with UN Agencies Travel Oversight Committee Agency Performance Reviews twice a year
		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	Within one month from date of cancellation
	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 UN Agencies policies	Proficiency rating of not less than 75%
9. Communications	Awareness Level of Travelers regarding Travel	Services and policies are communicated to travelers. Travelers are well informed	Frequency of communications: Monthly

	Agencies Product and Services	about matters concern them	
10. Office premises and Hours of Services	Readiness to do business	Senior Travel Expert to commence business	<ul style="list-style-type: none"> <li>▪ The Travel Agent(s) should provide travel services <b>from 9:00 am to 6.30 p.m</b> during working days. In addition Travel Agent(s) shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel service is required.</li> <li>▪ Zero complaints that no one was around to answer calls.</li> </ul>

**11. Terms of Payment:**

- a. Statement of account or invoice for all travel requests shall be submitted to the concerned UN Agencies on a monthly basis by attaching copies of the Travel Authorization or Purchase Order or other correspondences. The statement of account shall show for each transaction, the country and currency in which all costs were incurred by the concerned UN Agencies, the date, the invoice number and the name of the concerned Traveler.
- b. Payment will be made within 30 (thirty) days after the receipt and certification of the Travel Agencies' invoice, which shall be submitted only after completion of the services to which it relates and only if UN Agency has certified that the services have been satisfactorily performed by the Travel Agencies.

**12. Contract:**

- a. The Contract shall not impose a minimum guarantee on volume sales on the part of the UN Agencies.
- b. The Travel Agencies would be contracted for an initial period of one (1) year and such contract shall be extend for another two (2) years subject to periodic Travel Service Performance evaluation, the first one such evaluations to be conducted upon the completion of the first 6 (six) months of the contract.
- c. Notwithstanding the proceeding paragraphs, the UN reserves the right to terminate the Contract at any time in accordance with the General Conditions of Contract for Services (Annex II).

**ANNEX IV  
PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Travel Management Services for UN AGENCIES.

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

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

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

Dated this day /month of year

**Signature**

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

**ANNEX V  
PRICE SCHEDULE**

The Travel Agencies is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 12 (b) of the Instruction to Bidders.

	Discount percentage rate to UN on carrier advertized prices (1)	Weight Total Distribution per airline carrier* (2)	Total Score (1) * (2)
Air Niugini		15	
PNG Airlines		15	
Pacific Blue & its subsidiaries		15	
Qantas		15	
Thai Airlines		5	
Singapore Airlines		10	
United Airlines		10	
Lufthansa		5	
Others (please specify)		5	
Total score			

\* Respective significance or weight distribution of the particular airline carrier

International Air Fare (as of the date of submission):

Destination	Stop over Cities (if any)	Length of Travel (Hr.)*	Total Price (PGK)
Brisbane			
Cairns			
Canberra			
Sydney			
Suva			
Manila			
Kuala Lumpur			
Bangkok	Option 1		
	Option 2		
	Option 3		
New York	Option 1		
	Option 2		
	Option 3		
Geneva	Option 1		
	Option 2		
	Option 3		
Rome	Option 1		
	Option 2		
	Option 3		

Domestic Air Fare (as of the date of submission):

Destination	Total Price (PGK)
Lae	
Madang	
Rabaul	
Goroka	
Mt. Hagen	

\* Length of Travel should include the time spend on stay-over(s).