

ANNEX I INSTRUCTIONS TO OFFERORS

A. Introduction

1. General

This Request for Proposal (RFP) was prepared to seek Proposals from Travel Agencies for specific travel services to be provided to UNDP Moldova CO. UNDP Moldova CO plans to negotiate a contract for an initial year with a vendor for the provision of travel services. The contract will be subject to renewal on expiration for further period of one (1) 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 the UNDP Moldova CO.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal. The UNDP Moldova CO 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 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

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP Moldova CO in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP Moldova CO will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than seven 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 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 Moldova CO 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 Moldova CO 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 Moldova CO 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;
- (b) Operational part of the Proposal, including **documentation** to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

The Offeror 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 Offeror'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 Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP Moldova CO.

(b) Resource plan

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

(c) Proposed methodology

This section should demonstrate the Offeror'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 Offeror'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 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. Proposal prices

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

10. Period of validity of proposals

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

In exceptional circumstances, the procuring UNDP Moldova CO 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.

11. Format and signing of proposals

The Offeror 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 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

12. Sealing and marking of proposals

The Offeror shall seal the Proposal in two separate envelopes, marked as "Technical Proposal" and Financial Proposal".

(a) The two envelopes shall be:

- **addressed to –**
United Nations Development Programme in Moldova
131, 31 August 1989 Street
UN House, Chisinau, Moldova
- **Attention –**
Operations Unit
- **marked with –**
"RFP/ 2010: Procurement of Travel Management Services for UNDP Moldova CO"

(b) Both envelopes shall indicate the name and address of the Offeror. 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 procuring UNDP Moldova CO will not assume responsibility for the Proposal's misplacement or premature opening.

13. Deadline for submission of proposals

Proposals must be received by the procuring UNDP Moldova CO at the address specified under clause *Sealing and marking of Proposals* no later than 28 January, 2010 **till 17.00 h.**

The procuring UNDP Moldova CO 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 Moldova CO and offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

14. Late Proposals

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

15. 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 Moldova CO 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 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 Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

16. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee.

17. 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.

18. Preliminary examination

The Purchaser 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 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.

19. 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 Term 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 contract will be awarded to the Contractor who obtains the highest score 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					
Total			1000					

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 Agency Submitting the Proposal

Technical Proposal Evaluation		Points Obtainable	Agency				
			A	B	C	D	E
1.1	Reputation of Travel Agency: § Classification (IATA Accreditation) § Reliability (References, and letters of recommendations)	100					
1.2	Professional Experience: § Years of establishment § Years of IATA membership § Years of experience with UNDP Moldova CO and other major organizations in the area	100					
1.3	Travel Agency Capability: § Size of Agency (capital, branch offices, number of employees) § Volume of sales (No. of travelers, annual international air tickets, No. of trips) § Personnel Competence (average	300					

experience of managers, average experience of travel staff members)						
§ E-ticketing service provision						
§ Reservation Booking Systems						

Total	500					
--------------	------------	--	--	--	--	--

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 UNDP Moldova CO the entire period set for this contract. If the travel expert decided to terminate her/his services with the travel agency, the last must notify UNDP Moldova CO and one month in advance and attach to this letter the Curriculum Vitae of the succeeding proposed travel expert. UNDP Moldova CO 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 UNDP Moldova CO shall have the right to terminate the contract.

The Senior Travel Experts of the five 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
1.1	Qualification	100					
1.2	Professional Experience	150					
1.3	Skills (English Language, Computer Skills(Amadeus, World Span, Word, Excel)	50					
1.4	Interview	200					
Total		500					

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.

F. Award of Contract

20. Award criteria, award of contract

The procuring UNDP Moldova CO 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 Moldova CO 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.

21. 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.

22. 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 Moldova CO and World Bank. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP Moldova CO or the United Nations.

2. Source of Instructions

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

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 Moldova CO.

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 Moldova CO for all sub-contractors. The approval of UNDP Moldova CO 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 Moldova CO 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 Moldova CO, 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 Moldova CO as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP Moldova CO;
 - (iii) Provide that UNDP Moldova CO 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 Moldova CO 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 Moldova CO 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 Moldova CO shall rest with UNDP Moldova CO and any such equipment shall be returned to UNDP Moldova CO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP MOLDOVA CO 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 Moldova CO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. Copyright, Patents And Other Proprietary Rights

UNDP Moldova CO 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 Moldova CO' 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 Moldova CO in compliance with the requirements of the applicable law.

12. Use of Name, Emblem or Official Seal of UNDP Moldova CO or the United Nations

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP Moldova CO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP Moldova CO or the United Nations, or any abbreviation of the name of UNDP Moldova CO 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 Moldova CO, shall be treated as confidential and shall be delivered only to UNDP Moldova CO 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 Moldova CO, any information known to it by reason of its association with UNDP Moldova CO which has not been made public except with the authorization of UNDP Moldova CO; 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 Moldova CO, 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 Moldova CO 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 Moldova CO shall take such action as, in its sole discretion; it considers being 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 Moldova CO 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 Moldova CO and World Bank reserve the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP Moldova CO 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 Moldova CO under this Article, no payment shall be due from UNDP Moldova CO 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 Moldova CO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP Moldova CO 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, 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 Moldova CO to determine a mutually acceptable procedure.

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

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

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 Moldova CO 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 Moldova CO.

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 Moldova CO unless provided by an amendment to this Contract signed by the authorized official of UNDP Moldova CO.

ANNEX III

TERMS OF REFERENCE (TOR)

A. Background

In order to achieve further time and cost efficiency while ensuring outstanding quality of service, UNDP Moldova CO wish to enter into a Long Term Agreement with one of the most competent Travel Agencies to serve all its travel management services.

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

- § Official missions, meetings and various events;
- § Home leaves, emergency travels, and educational leaves.

B. Objective

UNDP Moldova CO is hereby undertaking a solicitation of bid proposal from Travel Agencies who are interested to provide various Travel Management Services regularly required by the UNDP Moldova CO. 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 total annual volume of tickets procured by the UNDP Moldova CO is approximately USD 300.000,00 of which all were expenses incurred for international air travel. Although there is no expected travel budget, ticketing volume in the years to come is expected to remain at the comparatively similar levels.

C. Travel Policy:

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

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

D. Contract Parameters

- § UNDP Moldova CO plan to negotiate a multi year contract with a single or two vendor(s) 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.
- § Considering that UNDP Moldova CO require a variety of services and financial commitments, we expect these to be included under one contract.
- § UNDP Moldova CO recognizes the importance of confidentiality of the data provided: the proposal information and the travel itineraries and reservations of its travellers. Accordingly, the selected agency must keep confidential all dealings with the UNDP Moldova CO.
- § This Request for Proposal is not to be construed in any way as an offer to contract with the Agency.
- § Please note that UNDP Moldova CO is not committed to selecting any of the agencies submitting proposals.

E. UNDP Moldova CO Roles and Responsibilities

UNDP Moldova CO travel Administrative Assistant shall serve as the focal point for the following:

- § Issuance, answering questions, coordination of the applications, establish and review reports;
- § Contract administration and the overall point of contract.
- § Conduct performance surveys;
- § Obtain monthly progress reports;
- § Perform inspection of services, including verification of fares, rates, etc.

F. Qualification of the Successful Travel Agent

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

- 1) Accredited IATA Travel Agency duly licensed in the country;
- 2) Maintains a good track record in serving international organizations, embassies and medium to large multi-national corporations;
- 3) Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae;
- 4) Financially capable of rendering services to UNDP MOLDOVA CO;
- 5) Maintains facilities of on-line booking / airline reservations (i.e. Amadeus, or other), international ticketing and ticket printing facilities;
- 6) Capable of deploying motorized messenger (s)/documentation clerk;
- 7) Willing and able to guarantee the delivery of products and services in accordance with performance standards required under **Section G** of this TOR.

The successful travel agency shall be required to devote at least one (1 or 2) personnel with the following minimum qualifications:

- 1) Senior travel expert with a minimum three (3) years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems;
- 2) Has adequate authority to make decisions for the timely resolution of problems;
- 3) In the case of emergencies (e.g. evacuations, war, etc.), the travel expert shall maintain operations necessary to support UNDP Moldova CO; and
- 4) 24 hours a day access of emergency service and necessary delivery of tickets as required by UNDP Moldova CO to the required destinations;

Other expertise needed and facilities required shall be sourced from the existing capacity of the Travel Agency. The travel agency shall have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service at all times under the contract.

G. Scope of Work and Expected Outcomes

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

1) Reservation and Ticketing

- § For every duly approved UNDP Travel Authorization, travel agency shall immediately make offers and prepare appropriate itineraries and formal quotation based on the lowest fare and the most direct and convenient routing; if reservations made by the travel agency are not at the lowest available rate allowed, at the time of ticketing, the Travel Agency shall refund the difference to UNDP Moldova CO.
- § In the event of loss, travel agency shall immediately replace airline tickets;

- § In the event that required travel arrangement cannot be confirmed, travel agency shall notify UNDP Moldova CO of the problem and present minimum three (3) alternative routings/quotations for considerations;
- § For wait-listed bookings, travel agency shall provide regular daily feedback on status of the flight;
- § Travel agency shall reconfirm and revalidate airline tickets, re-issue tickets which are returned as a result of changed routing or fare structures and printed itineraries;
- § Travel agency shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in printed and electronic format) showing the accurate status of the airline on all segments of the journey;
- § Travel agency shall accurately advise UNDP of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- § Travel agency shall provide information on airline tickets schedules.

2) Airfares and Airlines Routings/Itineraries

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

3) Travel Information / Advisories

- § Travel agency shall provide quick reference for requested destinations;
- § Travel agency shall provide travelers with a complete automated itinerary document to include carrier(s), flight and voyage numbers, departure and arrival times (s) for each segment of the trip, tax exempt information, etc.;
- § Travel agency shall inform travelers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, hidden stops, and other inconveniences of the itinerary and provide required documentation for travels;
- § Travel agency shall provide travelers with online and offline relevant information on official destinations, i.e. visa requirements, security procedures, airport transfers/land transportation facilities, local points of interest, currency restrictions/ regulations, health precautions, weather conditions, etc.; and
- § Travel agency shall promptly notify 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

- § Travel agency shall send an itemized official invoice promptly to UNDP Moldova CO Travel Administrator after the end of each transaction. UNDP Moldova CO shall provide payment to the Travel agency after the approval of each transaction.

5) Flight Cancellation / Rebooking and Refunds

- § Travel agency shall process duly authorized flight changes /cancellations when and as required;
- § Travel agency shall immediately process airline refunds for cancelled travel requirements unutilized pre-paid tickets and credit these to UNDP Moldova CO as expeditiously as possible;

- § Travel agency shall refund tickets within one (1) month only (shorter period than 1 month offered will be an advantage);
- § Travel agency shall limit refund charges at airline rate only, i.e. no additional charges will accrue to the travel agency;
- § Travel agency shall absorb cancellation and/or change reservation date charges which are due to no fault of UNDP Moldova CO of the traveler;
- § Travel agency shall report back to UNDP Moldova CO on the status of ticket refunds.

6) Management Reporting System

Travel agency shall submit the following reports on regular basis to UNDP Moldova CO travel administrator:

- § Quarterly Production Statistics;
- § Quarterly Carrier – Route – Fare Analysis and Production/Volume of Business;
- § 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

- a) Lost Ticket/Travel Documents
- b) Package Tours and Promotions for Personal Travel
- c) Preferred Seating Arrangements/Upgrades
- d) Privileged Check-In Services/Use of Airline Lounge Facilities
- e) VIP Services
- f) Hotel Reservations/Accommodations
- g) Excess Baggage/Lost Baggage
- h) Ground Transportation/Car Rental
- i) Travel Insurance
- j) Emergency Services, e.g., sickness, injury, etc.
- k) Meet and Greet Facilities
- l) Airport Assistance
- m) Management Reporting System

H. 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 Moldova CO:

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"> § For confirmed bookings 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 lower than airline preferred rates. Guarantee that <u>one quotation is the lowest obtainable fare</u>
	Good value indicated by price Willingness to assist UNDP MOLDOVA CO negotiate with airlines regarding preferred rates and concessions	Competitive of fares quoted vs. restrictions or lack/absence thereof Voluntarily offering to assist/represent UNDP MOLDOVA CO in dealings with airlines	At the same terms or better than quoted by 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 Moldova CO 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 UNDP Moldova CO 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	Senior Travel Expert to commence business	<p>§ The Travel Agent(s) should provide travel services from 8.30 am to 7.00 p.m 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.</p> <p>§ Zero complaints that no one was around to answer calls.</p>

Schedule of Requirements

		Required Documents*	Submitted	
			Yes	No
1.	<u>General Information:</u>			
	§ Profile			
	§ Copy of IATA Accreditation Certificate			
2.	<u>Business References:</u>			
	§ Major Corporate Clients / Contract Details / Estimated Contract Value			
	§ <u>At least</u> three letters of Recommendations			
3.	<u>Volume of Sales for 2007 & 2008:</u>			
	§ Annual number of tickets issued			
	§ Annual international air tickets (US\$)			
4.	<u>Size of Agency:</u>			
	§ List of name(s) (if any) and address(s) of branch office (s) worldwide and in the region			

§ List of airline(s) (if any) that your agency issue air-tickets on behalf of

§ List of airline(s) (if any) that your agency sell air-tickets on behalf of

5. **Personnel Competence:**

§ Curriculum Vitae of managerial personnel and other full time travel staff members qualified and competent to sell international air transportation

6. **Business Entity of Agency:**

§ Ownership (sole owner, partnership, or corporation)

7. **Other information:**

§ Reservations are made by: Telephone, fax, Internet, Intranet

§ Primary type of ticket: Electronic Ticket, Hard Copy

§ Primary method for ticket delivery: Electronic Ticket, Postal, On site

§ State additional services and benefits that make your agency unique

The answers to the questions **must** be provided on separate sheets of paper, yet, with strict adherence to the chronological order. We would highly appreciate it if your answers to attached questions are as clear and explicit as possible to facilitate ease of analysis/selection process, and to determine whether the documents are complete, properly signed, and whether the Proposals are generally in order. A Proposal determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

UNDP Moldova CO recognize the importance of confidentiality of the data provided and the proposal information

The UNDP Moldova CO Travel Administrative Associate, 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 UNDP Moldova CO. The UNDP Moldova CO remains the right to terminate contract with the perspective selected Travel Agency at any time if the Travel Agency charges UNDP Moldova CO on higher rates than market standards, or does not render minimum services described in this tendering document.

**Detailed Breakdown of obtainable points per each Evaluation Criteria
For Expertise of Agency Submitting the Proposal**

		Points obtainable
Reputation of Travel Agency:		
<i>Reliability (References, and letters of recommendations)</i>		50
- Minimum 3 recommendations	20	
- Recommendation from International Organization(s)	5 *	
Recommendation from the UN agency	5*	
Recommendation from IATA Air Carrier	20*	
<i>Classification (IATA Accreditation)</i>		50
Total Points		100
Professional Experience:		
<i>Years of establishment</i>		30
- between 2-5 (Two years minimum requirement)	25	
-		
More than 5	5*	
<i>Years of IATA membership</i>		30
- - between 2-5 (Two years minimum requirement)	25	
-More than 5	5*	
Years of experience with UNDP Moldova CO and other major organizations in the area		40
- - between 2-5 (Two years minimum requirement)	30	
-more than 5 years	10*	
		100
Travel Agency Capability:		
<i>Size of Agency (branch offices, number of employees)</i>		60
Branch office(s) in the region	20	
Branch office(s) worldwide	15	
1- 4 travel consultants	5	
More than 4 travel consultants	20*	

Volume of sales (number of air tickets issued, annual international air tickets turnover,)		80
3000- 4000 air tickets issued annually	25	
More than 4000 air tickets issued annually	10*	
Annual ticket turnover of 1,200,000USD -2,000,000USD	25	
Annual ticket turnover of 2,000,000USD or more	20*	
Personnel Competence (average experience of managers, average experience of travel staff members)		60
5 -10 years of experience for managers	20	
More than 10 years of experience for managers	5*	
3-5 years of experience for travel staff members	25	
More than 5 years of experience for travel staff members	10*	
E-ticketing service provision		50
Reservation Booking Systems		50
- one system	40	
-more than one system	10*	
		300
Total		500

Detailed breakdown of obtainable points per each Evaluation Criteria for Senior Travel Expert offered by the Travel Agency submitting the proposal		
Senior Travel Expert Evaluation		Points obtainable
Qualification:		100
- Certificates or diplomas in travel management services	60	
- IATA certificate	40*	
Professional Experience		150
3-5 years of experience in travel management services	100	
-more than five years of experience in travel management services	50*	
English Language		50
Interview		200
Total points		500

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

**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 UNDP MOLDOVA CO.

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 Agency is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

	Discount percentage rate to UN on carrier advertised prices (1)	Weight Total Distribution per airline carrier* (2)	Total Score (1)*(2)
<i>AIR BALTIC</i>			
<i>AIR MOLDOVA</i>			
<i>AUSTRIAN AIRLINES</i>			
<i>LUFTHANSA</i>			
<i>CARPAT AIR</i>			
<i>CIRRUS AIRLINES</i>			
<i>MALEV</i>			
Total score			

* Respective significance or weight distribution of the particular airline carrier