

## Terms of Reference

### Long Term Agreement - Travel Agents for All UN Agencies

#### 1. BACKGROUND AND RATIONALE

UN Agencies have a requirement to engage the service of an IATA-registered travel agency to carry full air travel reservations, quotations, ticketing and related standard travel services for arranging the domestic and international travel of their own staff members, staff family members, experts, meeting participants and other categories of travellers. UN Agencies require highly professional, responsive and client-oriented travel management services to support all their travellers. While the majority of travels are either domestic within Myanmar or start/end in Myanmar, travel can originate from any country in the world, and the travel agency must have the ability to provide worldwide reservation and ticketing services.

#### 2. PURPOSE, OBJECTIVES AND SCOPE OF WORK

UN agencies wish to enter into Long-term Arrangement(s) (LTAs) with travel agents for travel management services with the scope of work stipulated below.

##### 1.) AIR TICKET

1. Supplier shall immediately make bookings the route and prepare appropriate itineraries and formal quotation based on the lowest fare and the most direct and convenient routing as per the travel information provided by Authorized Personnel of UN Agencies.  
Travel information may vary from Agency to Agency. Supplier should follow the specific procedure of each UN Agency.
2. Supplier shall act in the interest of UN agencies and always advise on potential savings by using alternative.
3. Supplier shall accurately advise UN Agencies of ticketing deadlines and other relevant information every time reservations are made in order to avoid cancellations of bookings.
4. In the event that required travel option cannot be confirmed, Supplier shall notify the UN Agency of the problem and provide minimum three (3) alternative routings/ quotations for considerations.
5. Pre-agreed discounts by the Supplier as well as any corporate discounts secured by UN should be factored in the resulting prices, including time limits for the ticketing and associated conditions. The offered fares should always highlight most direct and economical fare/route based on UN travel rules.
6. The Supplier shall ensure preferences applied from profile (frequent flyer number, seating assignments, etc.) Assist travelers with mileage upgrades and waitlists.
7. All tickets should be issued as e-tickets (any exceptions should be informed by Supplier to Travel Focal of UN agency), upon provision of travel authorization by appropriate UN official.
8. The Supplier shall indicate travel dates, departure and arrival times at destination and transfer points including any stop-over points.
9. The Supplier shall reconfirm and validate the tickets issued by Travel Agent/Airlines from other locations (via phone/email).
10. The Supplier shall inform on Visa, Passport and medical requirements.
11. The Supplier should exclude flights/airlines as per the latest UN Airline Safety List (list to be provided during contract period by UN). Observe guidelines according to UN air carrier risk

management and inform relevant UN agency and travelers about any significant changes in airline safety rating.

12. The Supplier shall process changes, re-routings or cancellations requested by travelers and re-issue air tickets in conformity with such requests.
13. The Supplier shall provide reports by UN Agencies on the status of ticket issuance on a monthly basis.
14. The Supplier shall not favor any particular carrier when making reservations and shall maintain excellent relations with all air carriers for the benefit of UN agencies.
15. The Supplier shall offer the same pricing of tickets for personal travel of UN staff, when requested. (Note: UN staff may use the services under this contract on same pricing conditions for personal requirements. However, the travel focal should choose personal travel and offer associated payments options through credit card or similar and UN agencies will bear no obligation of settling payments for personal travel. Any such personal request should not take preference over the official requests and should only be provided by the Vendor if excess capacity is available).

## **2.) FARE QUOTATION**

1. The Supplier should obtain fare quotation for specific routes/ classes to facilitate reimbursement of entitlement travels for UN Staff,
2. The Supplier shall ensure that personal deviations are clearly identified with extra cost and routings involved. UN Agency shall not be liable for expenses related to personal portions, and reserves the right to audit all travel records for verify the accuracy of allocated costs between official and personal charges.
3. The Supplier's financial proposal is attached in Annex 1 for the price comparison of this Request for Proposal only. The financial proposal defines prices as per July 2019 for frequently travelled destinations.

## **3.) CANCELLATION, REBOOKING AND REFUNDS**

1. The Supplier shall process duly authorized flight changes/ cancellations as and when requested by UN Agency.
2. The Supplier shall immediately process airline refunds for cancelled travel requirements and must refund unutilized prepaid or cancelled tickets and any savings from re-booked/ re-routed tickets, within one (1) month to the respective UN Agency Office;
3. The Supplier shall limit refund charges at airline rate, without additional charges;
4. The Supplier shall absorb cancellation and/ or change reservation date charges which are due to no fault of the UN agency or the traveller;
5. The Supplier shall provide reports by UN Agency on the status of ticket refunds, on a monthly basis.

## **4.) TRAVEL MANAGEMENT**

1. The Supplier should have a travel management system that includes traveler profile of UN Staff, Contractors, and other personnel who require travel services from the Supplier. Such profile shall include passport/UNLP data, flying preferences, emergency contact information, and any other information required by the individual UN agency.
2. The Supplier should at all times be able to provide information on airport closures, delayed or cancelled flights, as well as other changes that might affect or will require preparations from travelers, sufficiently before departure time, and as soon as it becomes available.

3. The Supplier should have a database of visa requirements for each country and transit stops, based on nationalities and UNLP, provide to UN agency when requirement arises.
4. The Supplier shall inform travellers about luggage check-through policy, accompanied baggage allowance, excess baggage charges and rules.
5. The Supplier shall inform travellers about baggage insurance if requested and provide advice in case of lost baggage.
6. The Supplier should offer airport assistance at Yangon International Airport if required by UN Agency. Such assistance should be performed by Vendor's personnel familiar with airport protocol and logistics should be available to offer assistance at airport specifically requested, for VIP and group travels.

## 5.) OTHER SERVICES

1. Assist and arrange the Charter Flight requires by UN Agency
2. Book the hotels (local/international) for staff upon request
3. Travel Health Insurance
4. Buy the tickets for Trains
5. Car Rental
6. Assist the service required by UN Agencies using Credit Card if allowable

## 3. TERM AND TERMINATION

- 3.1 The Supplier acknowledge that:
  - (a) UNICEF and UN agencies will not be obligated to order any minimum quantity of Goods or Services from the Supplier pursuant to signing of the LTA;
  - (b) UNICEF and UN agencies shall not be liable for any cost in the event that no purchase of Goods and Services are made under the LTA;
  - (c) Each UN agency is liable for costs incurred on their respective a Purchase Orders placed by the respective UN agency;
  - (d) No UN agency is liable for costs incurred on other UN agency's a Purchase Orders placed by other UN agency; and
  - (e) The LTA will be nonexclusive, and UNICEF and UN agencies will be entitled to procure the same or similar Goods from other suppliers, as fit.
- 3.2 The LTA shall be for a term of 24 months and shall commence on the Commencement Date and expire at midnight on the Expiry Date, unless earlier terminated in accordance with the provisions of the LTA.
- 3.3 UNICEF shall be entitled to renew the LTA for a further term of 36 months and on the same terms and conditions by giving the Supplier written notice of its intention to renew the LTA not less than 30 days prior to the Expiry Date, provided however that:
- 3.4 The Supplier shall be transparent on its pricing structure if available. The Supplier will share information on any changes with restrictions to all UN agencies by email as and when it occurs. The Supplier should further ensure that its price at all times are best available in the market.
- 3.5 In the event of a breach by one of the Parties, of a provision or provisions of the LTA, the other party may for valid cause, terminate the LTA upon 30 days written notice to the party in default, stating the reason for the termination.
- 3.6 In the event of a termination of the LTA:
  - 3.6.1 The Supplier shall take immediate steps to cease provision of services in a prompt and orderly manner and shall not undertake any forward commitments from the date of the termination notice;

3.6.2 The Supplier acknowledges that UN agencies shall only pay the Supplier for Services satisfactorily provided in accordance with the LTA, to the date of the termination notice.

#### 4. VENDOR REQUIREMENTS

The Supplier shall at all times ensure:

- 4.1 to be able to provide all services included in this ToR.
- 4.2 to have license and registered to operate in Myanmar
- 4.3 to be able to operate and/or provide the services to UN Agencies in accordance with the business regulations of Myanmar, as appropriate
- 4.4 to have Valid IATA accreditation and possess appropriate licenses and software required for processing travel reservations and ticket issuance
- 4.5 to have access to Global Distribution System/B2B Agent Account
- 4.6 Ability to provide remote services 24 x 7 to travellers serviced by the vendor, through telephone, online messaging software (Skype, hangouts, viber, whatsapp, etc.) and/or by email

#### 5. MINIMUM REQUIRED PERSONNEL AND QUALIFICATIONS

All personnel dealing with UN Agencies must be proficient in communicating with the UN Agencies Staff and personnel in English language as minimum. The Supplier must assure the following personnel structure for this LTA:

- 9.1 One Account Manager with a minimum of five (5) years of experience with travel service providers to coordinate the contract management with UNICEF Office in Myanmar (must have excellent English language skills - written, spoken, and ability to understand).
- 9.2 One Team Leader with a minimum of five (5) years of experience with travel service providers to manage the Unit responsible for UN Agencies in Yangon (must have excellent English language skills # written, spoken, and ability to understand) and also providing support to UN Agency Field Offices.
- 9.3 A pool of not less than 2 travel agents, each with a minimum of two (2) years of experience in flight reservation, and related services wither with travel providers or airlines (must have excellent English language skills - written, spoken, and ability to understand). Additional agents may be deployed off-site for reservation monitoring, ticket issuance, managing cancellation as well as revalidation/ change of unused or partially used tickets. (Please provide the CVs of proposed team members included with bidder's proposal)  
Messenger service or similar arrangement to augment services (e.g., issuance of manual ticket or similar services).

#### 6. CONTRACT MANAGEMENT

UN Agencies participating in this LTA shall appoint one or more representatives to liaise with Supplier's Account Manager for the implementation and administration of the Agreement.

In addition, UNICEF shall conduct periodic meetings (one every 6 months) with the Supplier's Team (Account Manager and Travel Manager) to examine issues related to contract implementation; assess vendor performance; and to resolve and identified issues.

## **7. KEY PERFORMANCE INDICATORS**

Reference is made to Annex 3.

The Supplier shall provide quarterly report to Client Agency on Key Performance Indicators.

## **8. REPORTING**

The Supplier shall provide monthly report to each UN Agency (potentially available through the web portal), comprising following information:

- 8.1 Details of ticket issued traveller name, carrier name, travel class, route, invoice amount, and vendor fee,
- 8.2 Details of ticket cancelled with traveller name, carrier name, travel class, route, original ticket cost, deducted airline fee, refund amount to Agency, and vendor fee.

## **9. BILLING AND PAYMENT**

- 9.1 The Supplier shall send an itemized official invoice to the designated representative of the UN Agency Office for all services provided to the respective UN Office during that month latest by 5<sup>th</sup> of every calendar month (or next day if 5<sup>th</sup> is a UN Holiday or weekend) via e-mail and signed hard copy.
- 9.2 The invoice shall be issued in the currency of payment made by the Supplier to the carrier/service provider.
- 9.3 Invoice report shall include information included in 9.1 to 9.2 as applicable.
- 9.4 UN Agencies shall make payment against invoices within 30 days to the Supplier upon review and approval of the services included in the invoice (s), as per General Terms and Conditions of the Contract. However, UN Agencies shall strive to ensure such payments are made soonest possible.

## **10. LTA AMENDMENTS**

No modification or change in this LTA or waiver of any of its provisions or additional contractual relationship with the Supplier shall be valid and enforceable against UNICEF and UN Agencies unless affected by an official amendment of this LTA signed by the Supplier and the UNICEF's Authorized Officer (Deputy Representative Operations).

## **11. RIGHTS OF UNICEF and UN Agencies**

If the Services or Deliverables provided by the Contractor do not conform to the requirements of the LTA/Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UN Agencies can, at its option:

- (a) By written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UN's satisfaction within thirty (30) days after receipt of UN's notice (or within such shorter period as UN may determine, in its sole discretion, if necessary as specified in the notice);
- (b) Require the Contractor to refund all payments (if any) made by UN in respect of such non-conforming or incomplete performance;
- (c) Procure all or part of the Services and/or Deliverables from other sources, and require the

Contractor to pay UN for any additional cost beyond the balance of the Fee for such Services and Deliverables;

- (d) Give written notice to terminate the LTA/Contract for breach, if the Contractor fails to remedy the breach within the cure period or if the breach is not capable of remedy;
- (e) Require the Contractor to pay liquidated damages as set out in the LTA/Contract.

## 12. REQUEST FOR PROPOSAL

The overall proposal will be judged based on the scoring criteria below. Bidders are encouraged to indicate the validity of offer, whether or not UNICEF payment term is acceptable and which discount is offered for payments. The overall technical and financial proposal will be evaluated based on the scoring criteria below:

### 12.1 Technical Proposal

| Company Mandatory Pre-Qualifications             |   |           |
|--|---|-----------|
| 1  | Description   | PASS/FAIL |
|  | Valid Certificate of Business Registration  |           |
|  | IATA Accreditation and validity   |           |
|  | Access to Global Distribution System  |           |
| -  | RESULT  | PASS/FAIL |
| Bidder's experience and reputation on the market |   |           |
| 2  | Description   | Scores    |
|  | Minimum of 2 current & previous clients that signed contract on the similar service   | 6         |
|  | Experience with International Organizations (UN/INGOs)  | 6         |
|  | Company profile<br>*Vendor may submit supporting documents such as<br>(1) firm's history/profile<br>(2) Annual report<br>(3) brochure, website organizational and management structure<br>(not to exceed four pages in length). | 7         |
|  | Client Response on Service Performance<br>(Please present three reference contacted and provided a positive outcome. )  | 7         |
|  | Years of IATA membership  | 7         |
|  | SCORE   | 33        |

| Bidder's capability and expertise              |   |            |
|--|---|------------|
| 3  | Description   | Scores     |
|  | No. of standby staff for 24/7 service   | 6          |
|  | Messenger service or similar arrangement to augment services                                  | 5          |
|  | Able to provide On-site staff and services  | 5          |
|  | A pool of not less than 2 travel agents, each with a minimum of three (3) years of experience | 6          |
|  | Maximum credit limit for each agency in US\$  | 10         |
|  | Provision of Audited Financial Statement of past 2 years                                      | 5          |
|  | Last (3) months Bank Statement showing financial power of the company                         | 5          |
|  | <b>SCORE</b>  | <b>42</b>  |
| Personnel Qualifications                       |   |            |
| 4  | Description   | Scores     |
|  | Account Manager with a minimum of seven (7) years of experience                               | 8          |
|  | Team Leader with a minimum of five (5) years of experience                                    | 7          |
|  | On-Site Staff's experience  | 5          |
|  | Experienced number of required staffs who are ready to be deployed and CVs                    | 5          |
|  | <b>SCORE</b>  | <b>25</b>  |
| Summary of Technical Proposal Evaluation Forms |   | Scores     |
| 1  | Company Mandatory Pre-Qualifications  | Pass/Fail  |
| 2  | Bidder's experience and reputation on the market  | 33         |
| 3  | Bidder's capability and expertise   | 42         |
| 4  | Personnel Qualifications  | 25         |
|  | <b>Total Scores (Points)</b>  | <b>100</b> |

Only proposals which receive a minimum of **70 points** will be considered further.

## 12.2 Financial Proposal

Only the financial proposals from bidders that have passed the technical evaluation will be opened. Financial proposal shall be submitted using the designated format provided by UNICEF. Proposals made in any other format shall be automatically rejected. Each financial proposal will be first checked for completeness and accuracy. Any arithmetic errors will be corrected and offers received in currencies other than USD will be converted to USD using the UN exchange rate in effect on the submission deadline date.

The proposal with the best overall value, composed of technical qualification and the most competitive price offers, will be recommended for approval.