

## **AGREEMENT**

**Between**

**THE UNITED NATIONS AGENCIES IN GHANA**

**And**

**BLUEBERRY TRAVEL LIMITED**

**For the Provision of Travel Management Services**

THIS AGREEMENT is made this 2nd Day of April, 2024 by and between the United Nations Agencies in Ghana (hereinafter referred to as the UN) located at 7 Ring Road East Dual carriageway, P.O. Box GP 1423 Accra, acting on behalf of the other participating **UN AGENCIES**, and **BLUEBERRY TRAVEL LIMITED**, a company registered under the laws of Ghana, and having its principal offices located at Shop 1, R.E Oxford Street 9732, Osu, Accra-Ghana, (hereafter, referred to as the "Travel Agent").

**WHEREAS**, the **UN AGENCIES**, seek a highly qualified, independent travel agency to provide full and comprehensive travel management service to participating **UN AGENCIES**, and have issued an Invitation to Bid dated March 3, 2023.

**WHEREAS**, the Travel Agent represents that it is a fully accredited travel agency, member of IATA, and that it is familiar with the requirements of the UN and has responded to the ITB by a Travel Agent's Proposal dated April 29, 2023.

**WHEREAS**, The Travel Agent is qualified, ready and able to perform travel management services in accordance with this Agreement.

**NOW THEREFORE**, the Travel Agent and the **UN AGENCIES** agree as follows

### **Definitions:**

In this contract, **Participating UN AGENCIES** shall mean the organs and agencies of the United Nations, requesting services under this Agreement.

The expression **Authorized Representative** shall mean any person designated by the United Nations Agencies in writing to request travel management services

**"Country"** shall mean Ghana

**"Travel Authorization"** shall mean a UN travel authorization form or such other document or form as, from time to time, may be authorized by the participating **UN AGENCIES** in writing to the Travel Agent for such use.

**"United Nations Traveller"** shall mean any person designated on a UN Travel Authorization,



or such other request as may be approved by participating **UN AGENCIES**, and any other traveller who may be authorized to travel at the expense of the participating **UN AGENCIES**.

**"Travel Management Services"** shall mean, travel management and related services such as, but not limited to, Reservation and Ticketing, Airfares and Airlines Routings/Itineraries, Travel Information / Advisories, Supplier relations etc. agreed upon between the **UN AGENCIES** and the Travel Agent at no additional cost

#### **ARTICLE 1 RESPONSIBILITIES OF THE TRAVEL AGENT**

- 1.1. The Travel Agent shall provide Travel Management Services including arrangements of travel plans and preparation of suitable itineraries (alternative routings, departure and arrivals) at the lowest prevailing cost for staff members and/or their dependents (for the purpose of official and non-official travels) and for Consultants, Government Officials and participants attending meetings or on Official business for the **UN AGENCIES**.
- 1.2. The qualification and experience of any employees whom the Travel Agent may assign to perform Travel Management Services shall be the same, or better, as those specified in the Travel Agents Proposal. The Travel Agent shall provide **UN AGENCIES** with the home address and telephone number of not less than two key personnel among its employees to assist **UN AGENCIES** during emergencies outside of the normal business hours.
- 1.3. The Travel Agent shall neither seek nor accept instruction from any authority external to the **UN AGENCIES** in connection with the performance of this Agreement. The Travel Agent shall refrain from any action, which may adversely affect **UN AGENCIES** and shall fulfill its commitments with the fullest regard for the interests of the **UN AGENCIES**
- 1.4. The Travel Agent shall obtain, maintain and up-date, upon instructions received from the **UN AGENCIES** travel documents such as passport, visas, immigration clearances and permits at no service charge. All messengerial facilities will be provided by the Travel Agent at its own expense.
- 1.5. The Travel Agent shall provide airport assistance to all incoming UN Travellers, Officials, Visitors and Fellows upon written request from the **UN AGENCIES**
- 1.6. The Travel Agent shall assist **UN AGENCIES** travellers in the tracing of lost or missing luggage with the airlines; negotiating for compensation or the replacement by airlines for damaged or lost luggage.
- 1.7. The Travel Agent shall be available for periodic meetings with Authorized Representatives of the **UN AGENCIES**.
- 1.8. No privilege, immunity, exemption or facility accorded to the **UN AGENCIES** and its personnel by the Government of Ghana shall be extended to the Travel Agency or its staff.
- 1.9. The Travel Agent shall apply actual discounts on all air tickets provided by the airlines and the upgrade of air tickets as and when necessary without additional cost.
- 1.10. The Travel Agent shall ensure that the **UN AGENCIES** are provided with current airline publications on fares, promotional and special offers when available.



## **ARTICLE 2: CANCELLATION OF TICKETS**

- 2.1. In the event that the Participating **UN AGENCIES** or any of their respective employees cancel any international air ticket for any reason whatsoever, the Travel Agent agrees and undertakes to do the following:
  - 2.1.1. For fully unutilized tickets of any international sector, the Travel Agent shall refund the amount pertaining to such travel to the participating **UN AGENCIES** excluding cancellation fees within seventy two hours of receiving the credit in respect thereof by the applicable airline.
  - 2.1.2. For partially utilized tickets of any international sector, the Travel Agent shall refund the amount pertaining to such un-utilized International sector, to the Participating **UN AGENCIES** excluding cancellation fees within seventy-two hours of receiving the credit in respect thereof by the applicable airline.
- 2.2. In the event that the participating **UN AGENCIES** or any of their respective employees cancel any domestic air ticket for any reason whatsoever, the Travel Agent shall:
  - 2.2.1. For fully unutilized tickets of any domestic sector, the Travel Agent shall refund the amount pertaining to such travel to participating **UN AGENCIES** excluding cancellation fees within twenty four hours of receiving the credit in respect thereof by the applicable airline.
  - 2.2.2. For partially utilized tickets, the Travel Agent shall refund the amount pertaining to participating **UN AGENCIES** excluding cancellation fees within twenty four hours of receiving the credit in respect thereof by the applicable Carrier.
- 2.3. Further, upon any such cancellation for any reason whatsoever, the Travel Agent shall issue an acknowledgment slip to the Participating **UN AGENCIES** evidencing the same.

## **ARTICLE 3: SERVICES BY UN AGENCIES**

- 3.1. The **UN AGENCIES** will submit to the Travel Agent a Travel Authorization/ Travel Purchase Order indicating the maximum entitlement (mode and class) permitted to Traveller for such travel. All Travel Authorizations shall be in writing signed by an Authorized Representative. **UN AGENCIES** shall not be responsible for any Travel Management Services undertaken by the Travel Agent without such Travel Authorization.
- 3.2. **UN AGENCIES** shall be responsible for payment of airline ticket and associated expenses as may be expressly provided in the Travel Authorization, together with any charges incurred and for which **UN AGENCIES** are responsible. The Travel Agent shall, however, use its best efforts to minimize the imposition of charges and penalties.
- 3.3. **UN AGENCIES** shall make payments to the Travel Agent within 30 days after the receipt and certification of the Travel Agent's invoice, which shall be submitted only after completion of the Travel Management Services to which it relates and only if "**UN AGENCIES** has certified that the Travel Management Services have been satisfactorily performed by the Travel Agent.

## **ARTICLE 4: FINANCE AND ACCOUNTS**

- 4.1. The Travel Agent shall submit a statement of account with supporting documents each fortnight (every two weeks), for reimbursement. The statement of account shall show for each transaction, the country and currency in which all costs were incurred by the participating **UN AGENCIES**, the date, the invoice number and the name of the participating **UN Agency's**



Traveller. For tickets purchased in the Country, the statement of account shall show the Travel Authorization Form number and the cost of air fare in local currency using the IATA exchange rates. Frequency of statement of account will depend upon the requirements of the individual Participating **UN AGENCIES**.

- 4.2. Travel authorization numbers issued by the Participating **UN AGENCIES** must be indicated on each invoice/statement and a copy of the travel authorization attached to it. The requirements of billings and attachments will be dependent on the specific travel procedure and guidelines adopted by each UN Agency.
- 4.3. The Travel Agent shall ensure that billing will be in accordance with **UN AGENCIES'** accounting procedures. This will include submission of a Monthly Sales summary.
- 4.4. All refunds on tickets for the travel not undertaken by the UN traveller shall be paid in the form of a credit to the account of the UN agency.
- 4.5. The participating **UN AGENCIES** reserve the right to withhold the refund of expenses should it be proven that the Travel Agent deliberately caused the Participating **UN AGENCIES** to incur a loss. Such retention shall not lead to either the suspension or termination of this Agreement. The amount thus withheld shall not generate interest.
- 4.6. The Travel Agent shall also provide updated information on rates and travel schedules for specific itineraries as requested by the participating **UN AGENCIES** in writing for budgeting purposes.
- 4.7. Travel Agent shall pay back the agreed fees on all commissionable airlines to the participating **UN AGENCIES** on a Bi-Annual basis.

#### **ARTICLE 5: COMPLAINT MANAGEMENT AND ALERT PROCESS**

- 5.1. Any deviation in performance by the Travel Agent will initially be brought to the notice of the local representative of the Travel Agent or designated Account Manager or Team Leader who would be given time to rectify the service issues before the date of travel or within 5 working days, whichever is earlier.
- 5.2. The Account Manager of the Travel Agent shall maintain a log book of each unresolved service issue of each instance of deviation from the agreed Service Level Agreement norms. Whenever such deviations are detected, the Participating **UN AGENCIES** shall provide details of such deviations in writing to the Account Manager for each location separately. Account Manager should address all such deviations within 5 working days.
- 5.3. Unresolved service issues shall be discussed at the quarterly review meeting.

#### **ARTICLE 6: OPERATING COVENANTS**

- 6.1. The Travel Agent shall ensure that all Travel Consultants designated to render service to the **UN AGENCIES** shall maintain good behavior and discipline at all times. In the event of any misconduct by any Travel Consultant, the Travel Agent shall forthwith arrange to disengage such person from deployment to the **UN AGENCIES**.
- 6.2. The Travel Agent shall at its own cost, obtain for itself, and renew in accordance with requirement/law, all licenses, registrations, permissions, etc. for the purpose of rendering the Travel Services hereunder and submit all returns, papers or documents to any government or local authority as may be required by law to be obtained or submitted.



- 6.3. The Travel Agent alone shall be liable and/or responsible for all acts, omissions, defaults or neglects on the part of the Travel Consultants employed by the Travel Agent for the performance of his/her duties under this Agreement.
- 6.4. Review Meeting should be held once in every three months. Participating **UN AGENCIES** nominate their Authorized Representative to attend the review meetings and the Travel Agent nominates its Representatives to attend the review meetings. The Travel Agent shall circulate the minutes of the meeting. The quarterly meeting will focus on review/enhancement of the services provided and the prevailing cheapest fares in the market. Initially for the first three months, travel reviews will be done monthly to track travel patterns.
- 6.5. The Travel Agent shall not have any authority to enter into any agreement(s) on behalf of the Participating **UN AGENCIES**, draw, accept, or endorse any bill or to use the name of Participating **UN AGENCIES** in any manner except to the extent authorized by Participating **UN AGENCIES** in writing.
- 6.6. The Travel Agent shall not use any of Participating **UN AGENCIES'** trade name, trade mark, symbol, logo, on any stationery, letterhead, name board or otherwise, except to the extent and in the form and manner approved by the **UN AGENCIES** in writing.

#### **ARTICLE 7: REPRESENTATIONS AND WARRANTIES**

- 7.1. The Travel Agent represents and warrants that, at the time of ticketing, it will obtain the lowest fares applicable for the mode and class of travel and / or other travel services authorized by **UN AGENCIES** in accordance with this agreement and consistent with the Travel Authorization for the journey concerned. Such lowest cost fares will reflect the most direct and economical routing.
- 7.2. **UN AGENCIES** shall have the right to perform pre-or post-travel audits, through independent auditors, in order to assess the Travel Agent's compliance with the lowest prevailing fare. In the event that the Travel Agent has not obtained the lowest prevailing fare, the Travel Agent shall refund to **UN AGENCIES** the difference between the price paid by the **UN AGENCIES** and the price of the lowest prevailing price. In the event that **UN AGENCIES** notify the Travel Agent and it considers the number of times the lowest prevailing fare has not been obtained by the Travel agent, **UN AGENCIES** shall have the right to immediately terminate this Agreement.

#### **ARTICLE 8: DURATION, SUSPENSION AND TERMINATION**

- 8.1. This Agreement shall be in full force and effect for a period of three years from 2<sup>nd</sup> April, 2024 to 31<sup>st</sup> March, 2027 unless terminated earlier.
- 8.2. There is a probation period of six months from the beginning of the contract. If, during the probation period the services of the Travel Agent are not found satisfactory, the Agreement will be terminated by Participating **UN AGENCIES** on provision of fourteen (14) days' notice in writing.
- 8.3. Each Party shall be entitled to terminate this Agreement upon giving at least one month's prior written notice of termination to the other Party.
- 8.4. In case the Participating **UN AGENCIES** decide to renew this agreement, they will inform the travel agent of the same in writing one month before the expiry of this agreement.



#### **ARTICLE 9: NOTICE**

- 9.1. Any notice or other communications required by this Agreement shall be in writing and deemed to be properly given upon receipt by the addressee at the address mentioned on the first page hereof, unless otherwise agreed.

#### **ARTICLE 10: CONFIDENTIALITY**

- 10.1. The Travel Agent shall not disclose for any purpose (unless required by law or judicial order) any information provided by the **UN AGENCIES** to the Travel Agent under the present Agreement.

#### **ARTICLE 11: GENERAL PROVISIONS**

- 11.1. This Agreement constitutes the entire understanding and agreement of the parties hereto and supersedes any and all prior agreements, whether written or oral, between the parties.
- 11.2. Except upon a written authorization given by the **UN AGENCIES**, the Travel Agent shall not use the name, emblem or any other abbreviation of the UN or any **UN AGENCIES** within the framework of this contract.
- 11.3. The Travel Agent shall ensure that no official or officials of the **UN AGENCIES** have been admitted to any direct or indirect benefit arising from the financial or material results of this contract. Similarly, it shall ensure that no individual and legal entities shall use this contract to claim such advantages as commission, percentage, fees or other benefits.
- 11.4. The contract shall be terminated without notice in the event of bankruptcy, force majeure and any serious offence of any of the parties.
- 11.5. Any dispute, controversy or claim rising out of or relating to the application or interpretation of the terms of this contract, shall be settled by direct negotiation. Failing, the dispute shall be referred to arbitration in accordance with the UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW 9 (UNCITRAL). The arbitration award shall be final and binding.
- 11.6. This Agreement is subject to the UN General Conditions (Annex I). In the case of any inconsistency between the documents referred to in this Agreement, the terms of this contract and the UN General Conditions shall prevail over the terms of the **UN AGENCIES** ITB, which shall in turn prevail over the terms of the Travel Agents Proposal.
- 11.7. This Agreement may not be amended or otherwise modified unless in writing and signed by both parties.
- IN WITNESS WHEREOF**, the Parties, through their duly authorized representatives, have signed this Agreement

Done in Accra, Ghana on the 2<sup>nd</sup> Day of April 2024

**ACCEPTED**

For the **UNITED NATIONS AGENCIES IN GHANA**

By:  \_\_\_\_\_

Name: CHARLES ABANI

Title: RESIDENT COORDINATOR

For **BLUEBERRY TRAVEL LTD.**

**BLUEBERRY TRAVEL LTD.**  
Nil Saban Atsen Street  
Oxford Street, Accra-Ghana  
Tel: +233 260333444

By:  \_\_\_\_\_

Name: MANISH JANYANI

Title: COUNTRY MANAGER

Signature: 