



**United Nations Development Programme**  
August, 2017

**REQUEST FOR PROPOSALS (RFP)**  
**Provision of Travel Management Services**  
**To United Nations Botswana**

## SECTION 1. LETTER OF INVITATION

UN Botswana,  
August 22, 2017

### Procurement of Travel Management Services to UNDP, UNFPA, UNHCR, UNICEF, WHO, UNAIDS, IOM, UNDP and UN WOMEN

The following UN Agencies in Botswana; UNDP, UNFPA, UNHCR, UNICEF, WHO, UNAIDS, IOM, UNDP and UN WOMEN are looking for proposals for the provision of travel management services from qualified and experienced travel agencies. Following an evaluation and selection process, the UN Botswana will to enter into a Long-Term Agreement(s) (LTA) with the successful travel agency for an **initial period of one year**, and the contract shall be renewable thereafter, upon satisfactory evaluation of performance each year **for an additional two years**.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security *[disregard, if not required as per Data Sheet]*
- Section 9 – Form for Performance Security *[disregard, if not required as per Data Sheet]*
- Section 10 – Form for Advanced Payment Guarantee *[disregard, if not required as per Data Sheet]*
- Section 11 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, **in separate sealed envelopes**, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme  
P.O. Box 54, Gaborone, Botswana  
UN Building Government Enclave  
Corner Khama Crescent & President's Drive  
Attention: Procurement Unit

The letter should be received by UNDP no later than **COB 8th September 2017**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to

whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,  
UNDP Botswana Procurement Unit

## SECTION 2: INSTRUCTION TO PROPOSERS<sup>1</sup>

### Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective

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<sup>1</sup> Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

#### **A. GENERAL**

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
  - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

## B. CONTENTS OF PROPOSAL

### 9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

### 10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided

confirmation of their intention to submit a Proposal.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

## **11. Amendment of Proposals**

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## **C. PREPARATION OF PROPOSALS**

### **12. Cost**

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### **13. Language**

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

### **14. Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

## 15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
  - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the

proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposed offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

## **19. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements

of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## **20. Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

## **21. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## **22. Proposer's Conference**

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

## D. SUBMISSION AND OPENING OF PROPOSALS

### 23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

### 24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

### 25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine

in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **26. Proposal Opening**

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to

UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## **E. EVALUATION OF PROPOSALS**

### **28. Preliminary Examination of Proposals**

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

### **29. Evaluation of Proposals**

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### 30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

### **31. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Reparable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

## INSTRUCTIONS TO PROPOSERS DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. <sup>2</sup>	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Common Services
2		Title of Services/Work:	Provision of Travel Management Services (and other related auxiliary services on a need basis) to the UN System in Botswana
3		Country / Region of Work Location:	Gaborone, Botswana
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <i>[if yes, describe how, and ensure that requirements properly define the sub-parts]</i> <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held on:	<b>None will be held</b>  Time: Click here to enter text. Date: Click here to enter a date. Venue: _____  The UNDP focal point for the arrangement is:

<sup>2</sup> All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3<sup>rd</sup> column may be modified by the user. If the information does not apply, the 3<sup>rd</sup> column must state "N/A" but must not be deleted.

			<a href="#">Click here to enter text.</a> Address: _____ Telephone: _____ Facsimile: _____ E-mail: _____
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input type="checkbox"/> Required Amount: <a href="#">Click here to enter text.</a> Form: <a href="#">Click here to enter text.</a> <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security <sup>3</sup>	<input type="checkbox"/> Bank Guarantee (See Section 8 for template) <input type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check <input type="checkbox"/> Other negotiable instrument <input type="checkbox"/> Cash (exceptionally, if none of the other forms are feasible) <input checked="" type="checkbox"/> Others Not applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<i>[indicate no. of days, but minimum of 90] days from the last day of Proposal submission.</i> X Not applicable Proposal Security of unsuccessful Proposers shall be returned.
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of ____% of contract <sup>4</sup> <input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed <input type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : _____ Max. no. of days of delay : _____ After which UNDP may terminate the contract.
14	F.37	Performance Security	<input type="checkbox"/> Required Amount : _____ Form: _____ <input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency

<sup>3</sup> Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

<sup>4</sup> If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

			<i>Reference date for determining UN Operational Exchange Rate : 10.126</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	2 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions <sup>5</sup>	Focal Person in UNDP: UNDP Procurement Unit Address:P.O. Box 54, Gaborone, Botswana  Facsimile: Fax No. :00267 3956093 E-mail address dedicated for this purpose: <b>enquiries.bw@undp.org</b>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax <input type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website <sup>6</sup> [specify exact URL Address]
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1 Copies : 3
20	D.23.1 D.23.2 D.24	Proposal Submission Address	UNDP Resident Representative Address:P.O. Box 54, Gaborone, Botswana UN Building Government Enclave Corner Khama Crescent & Presidents' Drive
21	C.21 D.24	Deadline of Submission	Date and Time : <b>September 8, 2017 12:00 AM</b>
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid <sup>7</sup>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <a href="mailto:procurement.bw@undp.org">procurement.bw@undp.org</a> <input checked="" type="checkbox"/> Free from virus and corrupted files <input type="checkbox"/> Format : PDF files only, password protected

<sup>5</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

<sup>6</sup> Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

<sup>7</sup> If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

			<input type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input checked="" type="checkbox"/> Max. File Size per transmission: <i>[10Mb]</i> <input checked="" type="checkbox"/> Max. No. of transmission : <i>[unlimited]</i> <input checked="" type="checkbox"/> No. of copies to be transmitted : <i>[1]</i> <input checked="" type="checkbox"/> Mandatory subject of email : <i>[RFP: Travel Management Services]</i> <input type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <i>[specify]</i> <input type="checkbox"/> Digital Certification/Signature: <i>[specify]</i> <input checked="" type="checkbox"/> Time Zone to be Recognized: <i>[GMT+2]</i> <input type="checkbox"/> Other conditions: <i>[pls. specify]</i>
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: <b>September 12, 2017 12:00 AM</b> Venue : UN Building, 3rd Floor
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input type="checkbox"/> Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above) <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)  <i>[Check all that apply, delete those that will not be required.]</i>	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Trade name registration papers, if applicable <input type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any

			<input type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures <input type="checkbox"/> Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder <input type="checkbox"/> Plan and details of manufacturing capacity, if Bidder is a manufacturer of the goods to be supplied <input type="checkbox"/> Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>[indicate number of years of reference]</i> <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <i>[indicate number]</i> Clients in terms of Contract Value the past <i>[indicate number of years of reference]</i>  <input type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details) <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that may be Submitted to Establish Eligibility	a) IATA Accreditation Certification
28	C.15	Structure of the Technical Proposal <i>(only if different from the provision of Section 6)</i>	See section 6 – ensure that all elements are responded to as per the framework provided in section 6
29	C.15.2	Latest Expected date for commencement of Contract	<i>November 1, 2017</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	November 2017 – October 2020
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only <input type="checkbox"/> One or more Proposers
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below – EVALUATION CRITERIA)
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and

			<p>financial documents submitted;</p> <p><input type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p><input type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</p> <p><input type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and</p> <p><input type="checkbox"/> Others</p>
34		Conditions for Determining Contract Effectivity	<p><input type="checkbox"/> UNDP's receipt of Performance Bond</p> <p><input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance</p> <p><input checked="" type="checkbox"/> Others <i>Signing of contract by both parties</i></p>
35		Other Information Related to the RFP <sup>8</sup>	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>

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<sup>8</sup> Where the information is available in the web, a URL for the information may simply be provided.

## Evaluation Criteria & Matrix

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
<b>Total</b>			<b>1000</b>

<b>Technical Proposal Evaluation Form 1</b>		Points obtainable
Expertise of Firm / Organization (Years in Business, Reputation and Capability, Expertise of Travel Agency)		
<b>1.1</b>	<b>Years of establishment</b>	<b>50</b>
	5 years minimum experience	35
	More than 5 years, 1 point per each additional year, but not more than 15 points	15
<b>1.2</b>	<b>Years of IATA membership</b>	<b>50</b>
	4 years' minimum requirement	35
	More than 4 years – 1 point per every additional year but not more than 15 points	15
<b>1.3</b>	<b>Reliability (References, and letters of recommendations)</b>	<b>50</b>
	Minimum 1 recommendation from IATA Air Carrier	30
	More than one recommendation from IATA Air Carrier -2 points for every additional recommendation but not more than 10 points	10
	Recommendation from International Organization(s), embassies, multinational corporations- 2 points for every recommendation, but not more than 10 points	10
<b>1.4</b>	<b>Volume of sales (annual domestic/ international air tickets turnover in 2014). 50 pts for USD 3,000,000 turnover. USD 0-2,000,000 – 30 points Below USD 1,000,000 – 10 pts.</b>	<b>50</b>
<b>1.5</b>	-Reservation Booking Systems (Galileo and Amadeus)	50
<b>1.6</b>	-BSP (IATA) minimum requirement Billing and Settlement Plan	50
		<b>300</b>

<b>Technical Proposal Evaluation Form 2</b>		Points Obtainable
<b>Methodology / Work Approach and Value Additions</b>		
2.1	Process for Billing/ MIS & Contract Management (What is the makeup of your bill or how will you be billing us?)	100
2.2	Work Approach, Quality Assurance of Travel and Visa Services	150
2.3	Value Additions / Innovation on services provided (including additional services – without the cost element). <ul style="list-style-type: none"> <li>Are services provided after hours? If not how will such requests be handled?</li> </ul>	50
2.4	Air travel is generally expensive, how will you ensure that the UN can travel in the most cost effective manner? <ul style="list-style-type: none"> <li>How will the UN know it's getting the best offer?</li> </ul>	50
2.5	What reports will be made available to us? <ul style="list-style-type: none"> <li>Frequency of reporting?</li> <li>Whether reports come at a cost?</li> <li>Would they be disaggregated by agency?</li> </ul>	50
		<b>400</b>

<b>Technical Proposal Evaluation Form 3</b>		Points Obtainable
<b>Personnel Competence (access, qualification and experience of proposed staff)</b>		
3.1	Qualification & Professional Experience of Client Manager and Travel Specialist for UN Contract	100
3.2	Qualification & Professional Experience of proposed Travel Experts for UN Contract	100
3.3	Availability of support after hours? How that system will work?	100
		<b>300</b>

### SECTION 3: TERMS OF REFERENCE (TOR)<sup>9</sup>

#### Provision of Travel Management Services for UN Botswana

##### 1. Introduction

In 2015/16 travel costs for the UN Botswana constituted 17% of the UN total procurement expenditure. This represented a combined annual value of USD756, 609.81 which is expected to increase over the next three years. With increase in demand for travel, the UN system in Botswana and indeed globally continues to explore cheaper and most cost effective ways for staff, consultants and or implementing partner to meet (include virtual meetings). However where it is unavoidable to travel the UN Botswana is looking at effective cost containment measures in respect of travel.

Detailed travel expenditure for the UN system in Botswana is provided in the table below:

##### UN Agencies Travel Expenditure for 2015 and 2016

The annual value and volume of travel services procured by the UN system in Botswana stated above is presented below.

	2015	2016
	USD	USD
<b>UNDP</b>	169,617.00	103,496.41
<b>UNFPA</b>	115,522.00	113,703.00
<b>UNICEF</b>	51,544.40	39,940.80
<b>UNHCR</b>	19,398.40	10,672.80
<b>UNAIDS</b>	11,900.00	10,490.00
<b>UNDPA</b>	4,640.00	13,908.00
<b>WHO</b>	125,000.00	85,000.00
<b>OTHERS</b>	63,968.00	27,809.00
<b>TOTAL</b>	<b>436,589.80</b>	<b>320,020.01</b>

It is in this spirit that UNDP Botswana on behalf of UN agencies in Botswana seeks to enter into Long Term Agreement with a qualified Travel Agency for the provision of Travel Management Services. The Travel Management Services, as referred to in the Terms of Reference, shall apply to all domestic and international journeys of UN Agencies staff, consultants, partners and staff (in their personal capacity) from one place to another for official and personal business purposes. These services include, but are not be limited to, the following:

- Ticket issuance for official international and domestic travel using commercial flight (individual and group);

<sup>9</sup> This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

- Transportation and airport transfers;
- Staff personal travel requirements.

This solicitation process will result in an award of contract - Long Term Agreement of an initial period of one year and which would be renewable up to a period of three years subject to:

- a) Satisfactory evaluation of performance, based on a survey of UNDP travelers and travel focal persons from other UN Agencies;
- b) Retention of the same rates as agreed with the UNDP during the first year of contract, except when the rates will be reduced without a reduction in the scope and quality of services; and
- c) Other extenuating circumstances as may be found or deemed appropriate by the UN based on its standard principles.

The agreement shall not set a minimum guarantee on volume sales on the part of the UNDP, nor will the UNDP or the Travel Agent be allowed to impose such a guarantee of volume.

#### UN System Travel Policy

Current air travel policy requires the Travel Agencies in all cases to book the most direct and economical route available including restricted and non-refundable fares and to research alternate itineraries 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:

- b. Full economy fares may be used if no appropriate reduced fares are available;
- c. Business class travel or equivalent is subject to partner Organization travel policy and is applicable
- d. Travel regulations prohibit first-class travel except for a few rare specific categories;
- e. The Travel Agency must be knowledgeable of and prepared to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate;
- f. The Travel Agency shall, where applicable, attempt to obtain upgrades for UN/UNDP travelers wherever possible and subject to availability

## **2. Scope of Services, Expected Outputs and Performance Standards**

The successful Travel Agencies shall provide full, prompt, accurate and expert international travel products and services to UN agencies from 07:30am to 17:00pm during working days. The travel agencies shall be able to provide from their offices, a team dedicated for services provided to the UN agencies in Botswana, equipment, and facilities, with the least operational disruption, from the time of signing of the contract. In addition, the Travel Agencies shall provide for **24 hours emergency service, as well as for services during weekends and official holidays where emergency travel service is required (this can originate from remote locations)**. At least one of the Travel Agencies employees shall always be reachable

by phone. The products and services include, but are not limited to, the following:

## **2.1 Mandatory Services Requirement:**

Please note that Mandatory Services are non-negotiable requirements. If the bidders do not have sufficient internal capability to provide the whole range of services, they might wish to create consortiums or enter into \sub-contracting for these services (please refer to clause 19 of “Instruction to Proposers” this RFP for guidance on this).

In the event that the proposal is made in association with one or multiple partners (i.e. Consortium or Joint Venture) the documentation shall include the corresponding agreement between the parties and indicate roles and responsibilities of all the partners.

### **a) Reservation and Ticketing**

- For every request, the Travel Agency shall immediately make offers and prepare appropriate itineraries and formal quotation based on the most economical fare available including restricted and non-refundable fares on the most direct and convenient routing;
- In the event that required travel arrangement cannot be confirmed, the Travel Agency shall notify the UN Agency representative of the problem and present minimum three (3) alternative routings/quotations for consideration;
- For wait-listed bookings, the Travel Agency shall provide regular daily feedback on status of the flight;
- The Travel Agency shall reconfirm and revalidate airline tickets, re-issue tickets which are returned as a result of changed routing or fare structures and printed itineraries, as per conditions enforced by airline carriers;
- The Travel Agency shall promptly issue e-tickets and detailed itineraries, showing the accurate status of the airline on all segments of the journey;
- The Travel Agency shall accurately advise UNDP and its Partner Agencies of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- The Travel Agency shall provide information on airline tickets schedules.
- The Travel Agency shall clearly indicate the type of ticket issued (refundable, none refundable etc.)

### **b) Airfares and Airlines Routings/Itineraries**

- The Travel Agency shall propose fares/airline routings and guarantee that it shall obtain the lowest available airfare for the journey concerned. Such journeys shall be the most direct and economic routing, unless travel time exceeds nine (9) hours in duration with a maximum two (2) hours break between flight segments;

- The Travel Agency shall ensure that tickets issued are in accordance with entitlements prescribed in UN/UNDP Travel Authorization;
- The Travel Agency shall assist representatives from UN Botswana in negotiating with airlines on preferred fare conditions for UN Agencies, such as ticketing deadlines to be as flexible as possible (i.e. until the date of commencement of particular travel);
- The Travel Agency shall advise market practices and trends that could result in further savings for UN Botswana, including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting;
- The Travel Agency shall propose fares/airline routings in accordance with the latest UN Airline Safety List ( to be shared with successful bidders);
- The Travel Agency shall provide all official travelers with last seat availability, advance seat assignments and advance boarding passes, wherever possible on all airlines for which the Travel Agent can offer these services. The Travel Agency is expected to expand these services, as they become available on additional carriers.

c) Travel Information / Advisories

- The Travel Agency shall provide quick reference for requested destinations;
- The Travel Agency shall provide travelers with a complete automated itinerary document to include carrier(s), flight numbers, departure and arrival times for each segment of the trip etc.;
- The Travel Agency shall inform travelers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, and other inconveniences of the itinerary and provide required documentation for travels;
- The Travel Agency shall provide travelers on request 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., as per Global Distribution System guides;
- The Travel Agency shall promptly notify travelers of airport closures, delayed or cancelled flights, as well as other changes that might affect or will require preparations from travelers, sufficiently before departure time, and as soon as it becomes available.

d) Flight Cancellation / Rebooking and Refunds

- The Travel Agency shall immediately process airline refunds for cancelled travel requirements unutilized pre-paid tickets and credit these to the respective UN Agency within five working days;

- The Travel Agency shall limit refund charges at airline rate only, i.e. no additional charges will accrue to the Travel Agency;
- The Travel Agency shall absorb cancellation and/or change reservation date charges which are due to no fault of the UN Agency or the traveler;
- The Travel Agency shall report back to the respective UN Agency on the status of ticket refunds within 5 working days.

e) Supplier Relations

- The Travel Agency shall not favor any particular air carrier when making reservations;
- The Travel Agency shall maintain excellent relations with all air carriers for the benefit of the UN Botswana

f) Services Quality Control and continuous improvements

- The Travel Agency shall establish a mechanism to monitor on a regular and continuous basis the quality of travel products and services provided to the UN Botswana.
- These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to UN Botswana.
- UNDP and its Partner Agencies will be notified of any deficiencies found and corrective action taken;
- The Travel Agency warrants that the personnel assigned to handle the UN Agencies' travel arrangements shall constantly be trained to be kept up to date with international standards and practices.
- Measurements of improvements to the service will be part of the Service Level Agreement between the parties.

g) Medical advice

- The Travel Management Agency will provide medical advice and information on health requirements (yellow fever card etc.) at all times for international travelers. The traveler profiles will include details of inoculations, wherever applicable.

h) Reporting

- The Travel Management Agency shall provide a regular report providing updated information pertinent to travelers from UNDP Botswana and Partner Agencies. This will incorporate information regarding relevant promotional fares and rates, changes to the Travel Management Agency personnel and general travel information.

- Providing an Interface with major airlines and hotels to get the best corporate deals: Ability to facilitate meetings with senior personnel from Airlines to get the best corporate deals for UNDP and Partner Agencies.

## **2.2 None- Mandatory: Availability of Other Products and Services as May Be Requested**

UN Botswana agencies may add any or all of the Optional Services to the main Travel Agreement with the selected service provider should these be assessed as convenient for UN Botswana. Bidders are requested to clearly indicate if they propose to provide these additional services; if yes, then please submit the methodology along with financial proposal for these additional services separately. After finalization of the preferred bidder, UNDP and its Partner agencies will decide on incorporating the additional services in the main Travel Management contract based on the proposed methodology and financial quotes. The financial quote for these additional services should be quoted separately and submitted along with the Section – 7 : Financial Proposal Form.

None mandatory services will include but would be not limited to:

- Travel Documents, i.e. Visa, Airport transfers (upon request)
- Preferred Seating Arrangements/Upgrades
- Privileged Check-In Services/Use of Airline Lounge Facilities;
- Excess Baggage/Lost Baggage
- Travel Insurance
- Car hire services – if required, assist in booking or providing car hire services to and from the airports in Botswana and overseas
- Meet and assist facilities and airport assistance: the Travel Management Agency will provide assistance service at airport as and when required:
  - At the time of departure: Assist passenger with issuance of boarding pass and check-in facilities at the airlines counter. Guide them to Immigration counter and security check (upon request)
  - At the time of Arrival: Help them in custom clearance of luggage and guide them to vehicle parking area.
  - Meet & Assist: Services rendered by travel Agents staff to a passenger at the time of arrival and departure with boarding, embarkation or during connections (upon request).

## **3. Performance Standards and Service level Guarantee**

Performance Standards and Service Level Guarantee for travel services are provided below. Service Level Agreements for the rest of services would be agreed between the selected service providers and UNDP before the beginning of the contract.

The contracted Travel Agency shall perform services and deliver products in accordance with the herein prescribed minimum performance standards set by the UN Botswana:

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Airline Reservation	Agency Accuracy	Ability to perform task completely and without error	Zero-error in passengers' records/airline bookings, fare computation, routing;
	Speed and Efficiency	Ability to deliver product or service promptly and with the use of resources	For confirmed bookings via itinerary within two hour's time of request; For wait listed bookings via regular updates every day;
2. Airline Tickets	Agent Accuracy	Ability to perform task completely and without error	Zero-error 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	3 working days before departure date
3. Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/nationalities	Zero-incident of [REDACTED] complaint/aborted travel due to incomplete travel documents
	Clarity	Ability to deliver product or service on or before promised date	<u>10 working days before travel date</u>
4. Billing	Accuracy	Ability to generate billing statements without errors	Zero-Error or no discrepancy [REDACTED] between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	Zero>Returns for [REDACTED] 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 one quotation is the [REDACTED]

	Good value indicated by price	Competitive fares quoted vs. restrictions or lack/absence thereof	lowest obtainable fare. At the same terms or better than quoted by airlines
	Willingness to	Voluntarily offering to	Semiannual meetings to
Product / Service	Performance Attribute	Definition	Standard / Service Level
	assist UN Agencies to negotiate preferred rates and concessions	assist/represent UN Agencies in dealings with airlines	obtain competitive rates in the market and preferable fare conditions
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 and its Partner Agencies; Travel Agency Performance Reviews once a year; No. of personal travels booked through the travel agent;
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
8. Travel Experts	Competence	Knowledge of destinations; Knowledge of airline practices, fare levels and shortest routes and connections; Knowledge of UN Travel Policies;	Proficiency rating of not less than satisfactory
9. Communications	Awareness Level of Travelers regarding Travel Agency Product	Services and policies are communicated to travelers; Travelers are well	Frequency of communications: Monthly

	and Services	informed about matters concerning them;	
10. Office premises and Hours of Services	Readiness to do business	Travel Expert to commence business	<p>7 Provision of travel services from 8.00 am to 18.00 p.m during working days including 24 hours a day emergency services during weekends and official holidays where emergency travel service is required.</p> <p>7 Zero complaints of unanswered calls.</p>
11. UN Travel Policy	Adherence to UN Travel Policy	Knowledge of UN Travel Policy and secure reservations only in	7 3 options for each request sent available) for the
Product / Service	Performance Attribute	Definition	Standard / Service Level
		compliance with it	most direct & economical routes
	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week Clear line of escalation

#### 4. Contractual and Institutional Arrangements

For the services listed under sub-section B (Scope of Services, Expected Outputs and Performance Standards) of the Terms of Reference the selected Travel Agency will charge UN agencies in Botswana a flat service per each issued ticket and other services regardless of booking class and destination, as detailed in Section 7 (Financial Proposal Form) of the present Request for Proposal. The level of the service fees shall remain fixed for the whole duration of the contract and shall apply for a whole itinerary per passenger and each independent air ticket issued unless there are changes in pricing introduced by air carrier which should be officially communicated.

#### 5. Roles and Responsibilities

The Travel Agencies shall collaborate with the representatives designated by UNDP and its Partner Agencies listed above, who will request quotations for various itineraries, as required. Requests shall be sent in writing to the Travel Experts designated by the contracted Travel Agencies and shall contain the following minimum information:

- routing/itinerary of travel;
- outbound departure date and inbound arrival date;

- class of booking and conditions of booking, if applicable (i.e. changeable dates, fully refundable etc.);
- number of tickets required;
- restrictions regarding airlines and/or air-carriers, if applicable.

Requests for quotation shall be sent between 08:00 and 18:00 during working days. In case of emergency services requested during weekends and official holidays, the request for quotation sent in writing shall be followed by a phone call from the requestor alerting of the emergency.

Within two working hours from receipt of written request by email, the contracted Travel Agency shall provide its quotation as per applicable UN/UNDP Travel Policy and special fares and conditions offered by air carriers to the UN Agencies in Botswana. The quotation shall consist of minimum three options for the requested itinerary and shall contain the following information for each option:

- air-carriers and flight numbers;
- dates and times of departures/arrivals for each segment of the trip;
- booking class with description of applicable restrictions and period of validity of booking;
- refund/rebooking charges;
- price in USD and/or Botswana Pula, disaggregated by ticket fare, taxes, service fee and other charges if applicable.

The representative UN Botswana will select the acceptable offer and shall confirm and request the Travel Agency to make the booking, as early as possible. The Travel Agency shall send the booking by email to the Agency representative. The period of validity of booking shall be in accordance with policies enforced by airline carriers and shall be indicated in the message.

The UN Agency representative shall obtain all required approvals for the proposed booking and travel within the period of validity of booking. In the event that he/she failed to request issuance of electronic

ticket within the period of validity of the initially proposed booking, the Travel Agency shall make every effort to re-book the initially proposed itinerary at the same fare and conditions, or shall inform the UN Agency representative of the impossibility of doing so and shall re-book the ticket at the next lowest available fare.

Upon approval of travel, the authorized sender shall send a Purchase Order together with a request for the issuance of electronic ticket as per confirmed booking and price.

## **6. Contract Management**

The contract resulting from this Request for Proposal shall be available for use by UNDP and UN Agencies. Each agency will designate one representative to deal with the Travel Agency. However, the overall contract management responsibility shall rest with UNDP Botswana whose procurement unit shall serve as focal point for this purpose.

The UNDP Botswana Procurement Unit shall serve as the focal point for the following:

- Contract administration and overall point of contact for the contracted Travel Agency;
- Issuance, answering questions; coordination and establishment of reports;
- Obtain and review quarterly reports from the Travel Agency;
- Conduct Travel Agency Performance Review once per year;
- Perform inspection of services, including verification of fares, rates, etc.

The UNDP Botswana Procurement Unit shall, from time to time, evaluate and verify with other Travel Agencies and other industry indicators the comparability and competitiveness of the rates offered by the contracted Travel Agency. The UNDP Botswana reserves the right to terminate contract with the Travel Agency at any time if the Travel Agency charges UN Botswana higher rates than market standards, or does not render minimum services described in this tender document.

UN Staff may use the services under this contract on same pricing conditions for personal requirements, however, their payment would be settled by the staff themselves and UNDP / other UN Agencies shall have no obligation to settle such payments. Any such personal request should not take preference over the official work and should only be provided by the Agency if excess capacity is available.

The Travel Management agency will assign dedicated staff exclusively for the Contract led by a qualified staff. The team lead must have a minimum of 5 years business travel experience and have completed the IATA Standard course. The staff should be comfortable in a multi-cultural environment and have the ability to establish good work relationships.

The successful travel agencies are each required to provide as many staff as needed to process the expected service volumes while meeting the performance standards set forth in the service level agreement. At the minimum, the following persons must be assigned to the UNDP Contract

- One Team Leader/Travel Specialist o At least 2 Travel Experts

The service provider shall comply with all relevant Labour Laws as contained in the Laws of the Republic of Botswana as it concerns the wages, working hours, leaves, pension fund, employee safety and insurance for the staff working on the UNDP Contract. UNDP reserves the right to request copies of the employment contracts of professionals working under this contract at any time during this contract.

The team should be functional during established UN working days and agreed time schedules.

In case of heavy workload, there should be additional member of staff for back-up.

The agency should be able to provide a suitable arrangement like Call in facilities, etc. as part of the technical proposal.

The team should be familiar with UN travel policies and procedures and ensure compliance in all official transactions for travel related services listed above.

All office/communication equipment and stationery for efficient services by the UNDP Contract

Team should be provided by the Travel Agency.

## **7. Performance Reporting.**

The Travel Agency shall submit the following reports on regular basis to the designated representatives of each agency:

- Quarterly Production Statistics showing the expenditure on each airline;
- Quarterly Carrier – Route – Fare Analysis and Production/Volume of Business containing the following minimum information: name of requesting unit (UN Agency), ticket number, passenger name, travel dates, itinerary, ticket price, service fee applied;
- Changes and Update on Airline Rates, promotions, policy changes, etc., immediately upon the receipt of the advice;
- Any ad hoc reports requested that do not require extensive searches for data and/or extensive data comparison to be delivered by electronic means within two business days. Those ad hoc report requests that require extensive data search and/or extensive data comparison will be delivered according to an agreed upon delivery time. Exception Reports
  - Rolled up by organization, Traveler, Lost Savings Amount, with following details:
    - Specified Class of Service (requests for Y class fares) – used to improve upgrade chances
    - Declined to flight time preference
    - Declined due to carrier preference
    - Declined due to penalty or restriction - (Refundable vs. Non-refundable, Use of International Restricted Fares)
    - Declined due to airport preference

## **8. Billing and Invoice**

The Travel Agencies shall process all travel requests from UN Botswana for payment broken down by agency and billed monthly. The invoices will clearly indicate local and overseas travel costs. The billing shall be done based on the following procedures:

- The Travel Agencies shall send an itemized official invoice to the designated representative of the UN Botswana at the end of each week for all services provided to the respective UN Agency during that week quoting the relevant Purchase Order number\ Travel Authorization;
- The invoice shall be issued in Botswana Pula;
- The invoice price shall be disaggregated by ticket fare, service fee and other charges (if applicable);

- Payment shall be effected within **30** working days by the receiving UN Agency upon review and approval of the services included in the invoice;
- Invoices for personal services shall be settled by the staff themselves. All charges associated with personal travel portions of official trips, including all transportation and fees for passport and visa services, shall be billed directly to travelers and excluded from invoices presented to the UN. The UN will not be liable for expenses related to personal travel portions, and reserves the right to audit all travel records to verify the accuracy of allocated costs between official and personal charges.
- **Invoices where charges cannot be centrally billed.** Where charges cannot be billed to a central billing account, the Travel Agencies shall provide automated invoices per UN organization, on a monthly basis or as requested by the UN Botswana.
  - **Refunds:** The Travel Agencies shall process any refunds due to the UN for unused tickets, Miscellaneous

Charge Orders (MCOs) and downgrades within 5 working days. The Travel Agencies will assist UN Botswana with all documentation necessary to dispute card billings when requested.
- Whenever possible instead of refunding the ticket, the Travel Agencies will void and/or reissue tickets.

## 9. Qualifications of the Firm

The successful Travel Agencies shall be required to devote personnel with the following minimum qualifications:

- Client Manager with adequate authority to make decisions for the timely resolution of problems (need not be 100% dedicated to UNDP Account but visiting regularly and be available on demand)
- Team Leader/Travel Specialist with adequate authority to make decision for regular requirements under the contract;
- At least two (2) travel experts proposed for the contract with a minimum 5 five years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems and preferable two (2) Travel Experts;
- In the case of emergencies (e.g. evacuations, war, etc.), the travel expert shall maintain operations necessary to support UN Botswana;
- The nominated travel experts in the proposal must remain as part of the team managing the UNDP Contract for the entire duration of the contract. If the travel expert decided to terminate her/his services with the travel agency, the Travel Agency shall notify UNDP Botswana Procurement Unit one month in advance and attach to the letter the Curriculum Vitae of the proposed replacement of the travel expert. UNDP Botswana has the right to reject the newly nominated travel expert if found to be not competent to handle the management of the travel

services. In the event of failing to assign experienced personnel, UN Botswana shall have the right to terminate the contract.

- 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.

#### **10. Disclaimers:**

- **No Minimum Guarantee.** The UNDP will not guarantee any minimum quantity of travel purchases under any subsequent Contract.
- **Non Exclusivity:** The UNDP reserves the right to enter concurrently into contracts with multiple travel agencies for the provision of the required services

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**SECTION 4: PROPOSAL SUBMISSION FORM<sup>10</sup>**

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[insert: Location]  
8/23/2017

To:

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_

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<sup>10</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

*[please mark this letter with your corporate seal, if available]*

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**SECTION 5: DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE PROPOSER**  
**Proposer Information Form<sup>11</sup>**

Date: *[insert date (as day, month and year) of Proposal Submission]*  
RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

**Joint Venture Partner Information Form (if Registered)<sup>12</sup>**

<sup>11</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

<sup>12</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

## SECTION 6: TECHNICAL PROPOSAL FORM

### TECHNICAL PROPOSAL FORMAT INSERT TITLE OF THE SERVICES

**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

### PART 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

**1.1 Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Indicate number of years of experience in providing travel management services. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

As part of this, please provide copy of IATA Accreditation Certification and when it was acquired.

**1.2. Financial Capacity:** Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc. Provide details of average annual turnover over the past 3 years.

**1.3. Track Record and Experiences:** Provide the following information regarding travel management experience over the last five (5) years

Type of	Client	Contract	Period of	Types of	Status or	References
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service		Value	activity	activities undertaken	Date Completed	Contact Details (Name, Phone, Email)

## PART 2 - APPROACH AND IMPLEMENTATION PLAN

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

**2.1. Approach to the Service/Work Required:** Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions. Clearly explain how you would expect request for travel (tickets will be made, processed and turn-around times. What documents would be required for this purpose.

Without indicating the price/costs, clearly explain the process for billing and contract management (what is the makeup of your bill or how will you be billing us?)

**2.2. Technical Quality Assurance Review Mechanisms and value addition:** The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms. Clearly indicate what measures will be put in place to ensure that the UN gets quality service, customer care arrangements and how you differentiate yourselves from competitors in this regard.

Under this component what value addition services will be provided (if there are any costs, please provide them as part of the financial proposal).

Air travel is generally expensive, how will you ensure that the UN can travel in the most cost effective manner and how will we know?

**2.3 Implementation Timelines:** The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing. In this respect please indicate how soon after contract award will you have put system, structures in place to support the UN in the provision of travel management services

**2.4. Subcontracting:** Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks. Potential risks related to travel could include but not limited to: flight delays, cancellations, missed flights

2.6. Reporting and Monitoring: What reports will be made available to us? Frequency of reporting and whether they come at a cost (costs, if any should only be included in the financial proposal).

Please provide a brief description of the mechanisms proposed for this project for reporting to the UN agencies, including a reporting schedule, ensuring that each agency gets a specific report? .

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

### PART 3: PERSONNEL

The successful Travel Agencies shall provide full, prompt, accurate and expert international travel products and services to UN agencies from 07:30am to 17:00pm during working days. The travel agencies shall be able to provide from their offices, a team dedicated for services provided to the UN agencies in Botswana, equipment, and facilities, with the least operational disruption, from the time of signing of the contract. In addition, the Travel Agencies shall provide for **24 hours emergency service, as well as for services during weekends and official holidays where emergency travel service is required (this can originate from remote locations)**. At least one of the Travel Agencies employees shall always be reachable by phone.

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: This *spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name</i> <i>Designation</i>	

	<i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>
<b>Declaration:</b>  I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.  <hr/> <hr/> <div style="display: flex; justify-content: space-between;"> <span>Signature of the Nominated Team Leader/Member</span> <span>Date Signed</span> </div>	

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## SECTION 7: FINANCIAL PROPOSAL FORM<sup>13</sup>

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The Proposer is required to prepare the **Financial Proposal in an envelope separate** from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The UN is particularly interested in your service fees (fee structure) as our understanding is that the airlines determine the price of the ticket and that cannot be changed. Travel agencies on the other hand impose a service fee to clients booking thorough them. So the UN would like to understand whether that fee is negotiable, would be fixed, and what proportion (%) of the ticket cost it will be. This will be one of the major factors to be used in the final selection.

The format shown below is suggested for use as a guide in preparing the Financial Proposal and will enable the UN to compare bids

**A. Cost Breakdown by Cost Component:**

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Actual travel cost (from airline)			Total Cost
<b>I. Cost of ticket</b>	XXXX			
1.1 Cost of service fee				
1.2 Other related costs?				
2 Cost value added services				
2.1 Visa preparation				
2.1 After hour care				

---

<sup>13</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

**SECTION 8: FORM FOR PROPOSAL SECURITY**

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)***

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To: UNDP  
*[Insert contact information as provided in Data Sheet]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated *Click here to enter a date.*, to execute Services ..... (hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of *[amount of guarantor]* *[in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

***SIGNATURE AND SEAL OF THE GUARANTOR BANK***

Date .....

Name of Bank .....

Address .....

## SECTION 9: FORM FOR PERFORMANCE SECURITY<sup>14</sup>

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)***

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To: UNDP  
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. [Click here to enter text](#).dated [Click here to enter a date](#) , to execute Services ..... (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

### ***SIGNATURE AND SEAL OF THE GUARANTOR BANK***

Date .....

Name of Bank .....

Address .....

---

<sup>14</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template

## SECTION 10: FORM FOR ADVANCED PAYMENT GUARANTEE<sup>15</sup>

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)***

---

\_\_\_\_\_  
Beneficiary: \_\_\_\_\_  
Date: \_\_\_\_\_  
ADVANCE PAYMENT GUARANTEE No.: \_\_\_\_\_

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)<sup>16</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, <sup>17</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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<sup>15</sup> This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

<sup>16</sup> The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

<sup>17</sup> Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph: "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee."

*[signature(s)]*

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

## Section 11: Contract for Professional Services

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of \_\_\_\_\_ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

### 1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a) this Letter;
  - b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;
  - c) the Contractor's Proposal [ref....., dated .....]
  - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

### 2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....	.....	.....	.....
------	-------	-------	-------

....	.....	.....	.....
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2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

**[LIST DELIVERABLES]**

**[INDICATE DELIVERY DATES]**

e.g.

Progress report

../../....

.....

../../....

Final report

../../....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

### **OPTION 1 (FIXED PRICE)**

#### **3. Price and Payment**

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the

Services.

- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon.....	.....	.././....
.....	.....	.././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

#### **OPTION 2 (COST REIMBURSEMENT)**

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex \_\_\_\_\_ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for \_\_\_\_\_ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of \_\_\_\_\_ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ **[NAME OF THE BANK]**

\_\_\_\_\_ **[ACCOUNT NUMBER]**

\_\_\_\_\_ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ **[INSERT DATE]** and shall complete the Services within \_\_\_\_\_ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.
- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.
8. Modifications
- 8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ **[NAME AND TITLE]** UNDP.
9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

**For the Contractor:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

**[INSERT NAME AND DESIGNATION]**

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **UNDP 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 Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

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

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

### **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 UNDP.

### **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 UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

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

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by

the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

## **7.0 INDEMNIFICATION:**

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

## **8.0 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 UNDP as additional insured;

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

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

**8.5** The Contractor shall, upon request, provide the UNDP 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 UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

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

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

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP 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 UNDP.

**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 UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP 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 UNDP; 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 UNDP 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 UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or 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 UNDP, 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP 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 UNDP 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 UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP 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 UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** 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 UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

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

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**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 UNDP 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 UNDP 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 UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP 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 UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **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 UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 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 UNDP 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 UNDP 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 SECURITY:**

#### **23.1** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.2** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

### **24.0 AUDITS AND INVESTIGATIONS:**

**24.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

**24.2** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

### **25.0 ANTI-TERRORISM:**

**25.1** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

### **26.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP 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 UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

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