



REQUEST FOR PROPOSALS

**RFP/UNDP/UN/001/2018
TRAVEL MANAGEMENT SERVICE PROVIDER (LTA)
UN AGENCIES
INDONESIA**



**United Nations Development Programme
January 2018**

Section 1. Letter of Invitation

Jakarta, 17 January 2018

RFP/UNDP/UN/001/2018 - TRAVEL MANAGEMENT SERVICE PROVIDER (LTA)

Dear Mr./Ms:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

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 – Contract for Long Term Agreement, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in a 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
7th Floor, Jl. M. H. Thamrin Kav. 3, Jakarta 10250
To: rida.trisna@undp.org and Yusef.millah@undp.org cc. john.benjamin@undp.org

The letter should be received by UNDP no later than 22nd January 2018. 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,

A handwritten signature in blue ink, appearing to read 'John Benjamin', with a stylized flourish extending to the right.

John Benjamin
Procurement Specialist

Section 2: Instruction to Proposers

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 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/about/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf](http://www.undp.org/about/transparencydocs/UNDP%20Anti%20Fraud%20Policy%20English%20FINAL%20june%202011.pdf) and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ 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://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.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 endeavour 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 vendor 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 effectiveness 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 sub-vendors to each other's Proposal, or a sub-vendor 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 sub-vendors 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 Proposer 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 labelling 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 initialled 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:

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

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 on-going 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 on-going 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/procurement_protest/ 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 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 effectiveness 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/procurement/protest.shtml>

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.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Long Term Agreement
2		Title of Services/Work:	Travel Management Services
3		Country / Region of Work Location:	Indonesia
4	C.13	Language of the Proposal:	✓ English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	✓ Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	✓ Shall not be considered
7	C.22	A bidder's conference will be held on:	<p>Time: 1530 hours Date: 19th January 2018 Venue: Papua Meeting Room <i>7th Floor Menara Thamrin Building, Jl. M. H. Thamrin Kav. 3, Jakarta 10250</i></p> <p>The UNDP focal point for the arrangement is: Rida Dian Trisna Address: <i>7th Floor Menara Thamrin Building, Jl. M. H. Thamrin Kav. 3, Jakarta 10250</i> Telephone: 021 29802300 ext. 512. Facsimile: 021 3145251 E-mail: rida.trisna@undp.org</p>
8	C.21	Period of Proposal Validity commencing on the submission date	✓ 120 days

9	B.9.5 C.15.4 b)	Proposal Security	✓ Not Required
10	B.9.5	Acceptable forms of Proposal Security	✓ Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	✓ Not Applicable
12		Advanced Payment upon signing of contract	✓ Not allowed
13		Liquidated Damages	✓ Not Applicable
14	F.37	Performance Security	✓ Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	✓ Local Currency
16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 days before the submission dateline.
17	B.10.1	Contact Details for submitting clarifications/ questions	Focal Person in UNDP: Rida Dian Trisna 7 th Floor Menara Thamrin Building, Jl. M. H. Thamrin Kav. 3, Jakarta 10250. rida.trisna@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	✓ Direct communication to prospective Proposers by email and Posting on the website of http://www.id.undp.org/content/indonesia/en/home/operations/procurement/
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: 1 Copies: 1 - for hardcopy submission only
20	D.23.1 D.23.2 D.24	Proposal Submission Address	7 th Floor Menara Thamrin Building, Jl. M. H. Thamrin Kav. 3, Jakarta 10250 or by email to bids.id@undp.org
21	C.21 D.24	Deadline of Submission	Date: 7 th February 2018 Time: At 1700 hours Jakarta Local Time
22	D.23.2	Allowable Manner of Submitting Proposals	✓ Courier/Hand Delivery ✓ Electronic submission of Proposals to bids.id@undp.org

23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<ul style="list-style-type: none"> ✓ Official Address for e-submission: <i>bids.id@undp.org</i> ✓ Free from virus and corrupted files ✓ Format: PDF files only, password protected ✓ Financial proposal is required to have a password ✓ Max. File Size per transmission: 4 MB ✓ Max. No. of transmission: 4 ✓ No. of copies to be transmitted: 1 ✓ Mandatory subject of email: <p>RFP/UNDP/UN/001/2018 - TRAVEL MANAGEMENT SERVICE PROVIDER (LTA)</p> <ul style="list-style-type: none"> ✓ Time zone to be recognized: Jakarta time
24	D.23.1	Date, time and venue for opening of Proposals	No public bid opening.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<ul style="list-style-type: none"> ✓ Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, minimum passing score of technical is 700 points
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only).	<ul style="list-style-type: none"> ✓ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the services being procured ✓ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer ✓ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation ✓ Official Letter of Appointment as local representative, if Proposer is submitting a Proposal in behalf of an entity located outside the country ✓ Quality Certificate (e.g., ISO 9001 etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any ✓ Latest Audited Financial Statement (Income Statement and Balance Sheet) for the past three years (2016, 2015, 2014). ✓ 3 Statements of Satisfactory Performance from the Top 10 Clients in terms of Contract Value the past 5 years ✓ All information regarding any past and current litigation during the last five (5) years, in which the Proposer 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 or further passing the technical evaluation as indicated in ToR	<ul style="list-style-type: none"> • IATA membership is a must and others like PATA/ASITA/ ASEANTA membership • MIS reports (at least 14 types) as indicated in TOR • List of clients as indicated in TOR • CVs of personel as indicated in TOR • Turnover chart as indicated in TOR • List of available branches/ affiliates/ sub agents within Indonesia and worldwide as indicated in TOR • Implementation evidence of CRS/GDS • Organization chart • Agreements with airlines/ hotels/ catering providers/ communication equipment rental companies as indicated in TOR • Filled out SERVICE LEVEL AGREEMENT – Annex 1
28	C.15	Structure of the Technical Proposal	<i>Please refer to TOR</i>
29	C.15.2	Latest Expected date for commencement of Contract	<i>April 2018</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Long Term Agreement for an initial period of one year and possibility of renewable up to a maximum period of another 2 years based on satisfactory performance.
31		UNDP will award the contract to:	✓ Three (3) proposers
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<i>Please refer to TOR.</i>
33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> ✓ Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; ✓ Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed; ✓ Physical inspection of the Proposer's premises, branches or other places where business transpires, with or without notice to the Proposer;

			✓ Third party reference checks from credit rating and reporting agencies for reports on the company's, financial and management status.
34		Conditions for Determining Contract Effectivity	✓ Signature by both parties
35		Other Information Related to the RFP	<i>Not applicable.</i>

Technical Evaluation Criteria

Scoring Sheet

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Years in Business and Reputation of Travel Agency	15%	150
2	Travel Agency Capability, Expertise	15%	150
3	Personnel Competence (qualification and experience of proposed staff) and Work Approach	30%	300
4	Methodology / Work Approach and Value Additions	40%	400
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Years In business and Reputation of Travel Agency		
1.1	Years of establishment	50
1.2	Years of IATA membership	50
1.3	Reliability (References, and letters of recommendations) - Minimum 3 recommendations from IATA Air Carrier earned 30 points - More than 3 recommendations from IATA Air Carrier – 2 points for every additional recommendation, but no more than 10 points - Recommendation from International Organization(s), embassies, multinational corporations – 2 points for every recommendation, but no more than 10 points	50
		150

Technical Proposal Evaluation Form 2		Points Obtainable
Travel Agency Capability, Expertise		
2.1	Coverage: quantity of branch office(s) nationwide - Minimum available in 2 cities earned 10 points - Have branches in Aceh, Bali, Bandung, Bogor, Jayapura, Kupang, Palembang, Jambi, Jogja, Pontianak, Pekanbaru, Medan, Palangkaraya, Riau, Samarinda – 1 point for every city, but no more than 15 points	25
2.2	Capacity: Volume of sales (annual domestic/ international air tickets turnover in 2016)	25
2.3	Type and number of reservation booking system used by travel agent -	50
2.4	Reachability of travel agent: availability of service, mode of support -	50
		150

Technical Proposal Evaluation Form 3		Points Obtainable
Personnel Competence (Qualification and Experience)		
3.1	Capability to take immediate decision: Organigram of travel agent Support how to rate?	100
3.2	Qualification & Professional Experience of Branch Manager/ Team leader.	100
3.3	Qualification & Professional Experience of Travel Counsellors.	100
		300

Technical Proposal Evaluation Form 4		Points Obtainable
Methodology / Work Approach and Value Additions		
4.1	Process for Billing/ MIS & Contract Management	100
4.2	Work Approach, Quality Assurance of Travel and Visa Services	200
4.3	Value Additions / Innovation on services provided	100
		400

Detailed Breakdown of obtainable points per each Evaluation Criteria

	Points obtainable
Part I – Years in business and Reputation of Travel Agency (15%):	150 (1.1+1.2+1.3):
1.1 Years of establishment	50:
- 5 years' minimum requirement supported with legal document (notarial deed)	35
- More than 5 years, 1 point per each additional year, but no more than 15 points	15*
1.2 Years of IATA membership	50:
- 4 years' minimum requirement	35
- More than 4 years – 1 point per every additional year, but no more than 15 points	15*
1.3 Reliability (References, and letters of recommendations)	50:
- Minimum 3 recommendations from IATA Air Carrier	30
- More than 3 recommendations from IATA Air Carrier – 2 points for every additional recommendation, but no more than 10 points	10*
- Recommendation from International Organization(s), embassies, multinational corporations – 2 points for every recommendation, but no more than 10 points	10*
Part II – Travel Agency Capability, Expertise (15%):	150 (2.1+2.2+2.3+2.4):
2.1 Quantity of branch office(s) nationwide:	25:
- Minimum available in 2 cities	10
- Have branches in Aceh, Bali, Bandung, Bogor, Jayapura, Kupang, Palembang, Jambi, Jogja, Pontianak, Pekanbaru, Medan, Palangkaraya, Riau, Samarinda – 1 point for every city, but no more than 15 points	15
2.2 Capacity: Volume of sales (annual domestic/ international air tickets turnover in 2017)	25:
- Average annual ticket turnover of USD 2 Million during the past 5 years (minimum requirement)	10
- Average annual ticket turnover of more than USD 1 Million – 5 points per every additional USD 1 Million of turnover, but no more than 15 points	15
2.3 Type and number of reservation booking system used by travel agent	50:
- Availability of at least 1 booking system i.e. Computer Reservation System or Global Distribution System (minimum requirement) will earned 35 points	35
- Availability of additional booking systems – 3 points per every additional system, but no more than 15 points	15

2.4 Reachability of travel agent: availability of service, mode of support	50:
- Office hour support: Monday to Friday 8 AM to 5 PM & half day service on Saturday between 08.00 am and 13.00 pm	20
- After office hour support 24 hours' x 7 days	15*
- On site support at UN premises	15
Part III - Personnel Competence (Experience and qualification)– 30%	300 (3.1+3.2+3.3):
3.1 Capability to take immediate decision: Organigram of travel agent Support	100
3.2 Qualification & Professional Experience of Branch Manager/Team Leader	100:
-Branch Manager/Team Leader experience in Travel Industry (minimum 8 years' total experience with minimum 4 years in managing or supervising a Business Travel Centre/Corporate Customer)	50
- More than 8 years – 10 points per every additional year, but no more than 50 points	50
3.3 Qualification & Professional Experience of Travel Counsellors.	100
- minimum 3 years corporate travel experience. More than 3 years – 10 points per every additional year, but no more than 100 points	
- Graduate from travel academic & experienced with Abacus system	
Part IV - Methodology / Work Approach and Value Additions 30%	400 (4.1+4.2+4.3):
4.1 Process for Billing/ MIS & Contract Management	100:
-turn around time for billing including credit notes	30
-suggested format & frequency for MIS reporting	30
-Proposed methodology for regular contract monitoring and management	40
4.2 Work Approach, Quality Assurance of Travel and Visa Services	200:
- Appropriateness of internal quality control, corporate standards and workflow organization related to travels; - ticketing and reservation earned 40 points - cash distributions earned 40 points - diplomatic valise services earned 10 points - travel document services earned 10 points - meet and greet services earned 10 points - car rental services earned 10 points - duty free facilities services earned 10 points - hotel arrangements services earned 10 points - visa issuance services earned 10 points	150
- Management plan for providing services to multiple UN Agencies/projects sited in different locations	50
4.3 Value Additions / Innovation on services provided	100*
- Availability of at least 3 evidences of cooperation (special rates or any agreement involved) with hotels around country – minimum requirement (15 marks for each and 5 points per every additional hotel, but no more than 70 points in total)	70
-Value Additions or any innovation proposed in addition to	30

requirements listed in ToRs (10 marks for each for up to 3 value additions / innovations)	
Note: such value addition must relate to process improvements and the cost of these (if any) should be included in the overall financial proposal.	
Total for technical points (Parts I+II+III+IV)	1000

**The additional points can be obtained for exceeding of minimum requirements*

Presentation by Technically Qualified Bidders:

UNDP and participating agencies might invite technically qualified bidders for a presentation related to their technical proposals. Presentation does not carry separate marks, however, could be used to justify / clarify any aspects encountered by the evaluation panel during technical evaluation of the documentation included in the bid. As such, the scores awarded during the technical evaluation would be adjusted by a maximum of 10% following clarifications during the presentation. The Branch Manager and Operation Manager/ Supervisor should be present during the presentation along with other persons as the bidders might deem fit.

Financial Evaluation and Criteria for Award of Contract:

In accordance with Clause F34 of Section 2 (Instruction to Proposers) and provisions indicated under Data Sheet entry no. 25, the contract shall be awarded to the technically qualified Proposer which obtained the highest combined score in the result of both Technical and Financial Evaluation. A Proposer shall be considered technically qualified if its Proposal has obtained a minimum 70% technical score of the maximum obtainable score of 1000 points in the Technical Evaluation. The Financial Evaluation methodology is described in Section 7 (Financial Proposal Form).

Section 3: Terms of Reference (TOR)

Travel Management Services Provider (LTA)

Project Title: Long Term Agreement

Project Description: The United Nations in Indonesia wishes to solicit Proposals from IATA Accredited Travel Agencies/ Travel Management Service Companies capable of providing Travel Management Services including but not limited to air, land and sea travel reservation, ticketing, hotel reservations, all formalities, related information reporting services to United Nations Organizations in Indonesia. In order to achieve cost efficiency from economies of scale while ensuring outstanding quality of service, one recommendation agreed among the UN Agencies in Indonesia was to consolidate all the travel requirements and enter into a common contract(s) to serve all their travel needs and service requirements. UNDP Indonesia on behalf of the participating UN Agencies in Indonesia will conduct the tendering and the purpose of this present bidding is to conclude the Long Term Agreement(s) (LTAs) for the period of three (3) years for Travel Management with a professional company. The RFP process will result in a Long Term Agreement of an initial period of one year and is renewable up to a period of three years subject to satisfactory performance. The annual combined value of UN Agencies production for Travel Management Service is about USD 7,000,000 and the volume is expected to be in the same range for the next three years, however the LTA do not guarantee an estimate volume of sales.

Compensation for travel management services shall be based on management/ transaction fees. The selected companies on behalf of UN will negotiate, establish and maintain corporate agreements with top 10 (ten) used airlines. Below are the participating UN Agencies in Indonesia:

1. United Nations Development Programme (UNDP)
2. World Health Organization (WHO)
3. United Nations Information Center (UNIC)
4. United Nations Educational, Scientific and Cultural Organization (UNESCO).
5. Food and Agriculture Organization of the United Nations (FAO)
6. International Organization for Migration (IOM)
7. United Nations Resident Coordinator (UNRC)
8. United Nations Population Fund (UNFPA)
9. United Nations Development Fund for Women (UNWOMEN)
10. United Nations Office for Project Services (UNOPS)
11. United Nations Joint Programme on HIV/AIDS (UNAIDS)
12. United Nations Department of Safety and Security (UNDSS)
13. International Telecommunication Union (ITU)
14. World Bank
15. Asian Development Bank (ADB)
16. International Civil Aviation Organization (ICAO)
17. International Fund for Agricultural Development (IFAD)

Those organizations as a whole will be hereinafter referred to as “the UN Agencies”, and individually as “each UN Agency” or their own acronyms e.g. “the UNDP”. The Travel Management Services will be hereinafter referred to as “the TMS Vendor”. This Terms of Reference describes the responsibilities to be undertaken by the successful vendor. Within the Vendors responsibilities there is a split between “core activities”, which the successful vendor will need to perform and “supplementary services” which, dependent upon pricing, may be demanded by each Organization based on each Organization’s specific requirements. UNDP will manage and sign the contract on behalf of the other UN Agencies; however, each individual agency will liaise directly with the TMS Vendor for the services required and pay for the services that it receives. The TMS Vendor will perform the core activity of providing travel related services to United Nations staff; these are delineated under the Section below “Services related to Core TMS activities”. The Section entitled “Supplementary Services” describes those services that the UN and its organizations may require in addition to the core activities. The Section entitled “Method of Operation” describes the fashion in which the UN wishes the TMS vendor to provide the services. In addition, the Section entitled “Management Information Reporting” describes the UN’s requirements for the TMS vendor to provide all related reports. Finally, the last Section entitled “Other Terms” describes some other related contractual terms.

Scope of Services, Expected Outputs and Target Completion

TRAVEL MANAGEMENT SERVICES

PART I – SERVICES RELATED TO CORE TMS ACTIVITIES

- 1. General Description.** The TMS Vendor shall provide all personnel, equipment, systems, materials, supervision, and other items and services necessary to perform comprehensive travel management services as defined herein.
 - (a) The TMS Vendor will comply with all aspects of the UN’s travel policy as defined at the following link: <https://info.undp.org/global/popp/hrm/Pages/duty.aspx> and as advised by each organization (each organization has variants of this policy) or as revised periodically by the UN organizations.
 - (b) The TMS Vendor shall book all reservations for Official Travel at the lowest fares and rates that are consistent within the entitlement of the applicable travel policy including negotiated rates, with UN’s preferred suppliers.
 - (c) The TMS Vendor will verify all itinerary data, class service and airfare amounts prior to releasing travel documents.
- 2. Travel Reservations.** The TMS Vendor shall provide core travel reservations and ticketing services for all Official Travel and personal travel booked in conjunction with Official Travel as authorized, The TMS Vendor will process all requested airline, hotel, car rental and other type of vehicle reservations in compliance with the UN travel policy using, the UN preferred carriers with details as follow:
 - a. The TMS Vendor shall provide travel reservations and ticketing as requested.
 - b. For every duly approved UN Travel Authorization (TA), the TMS Vendor shall immediately within two (2) hours from time of request make bookings on three (3) airlines/trains/bus/shipping etc. companies based on the lowest available fares and the most direct and convenient routing that are consistent within the entitlement of the applicable travel policy in accordance with the latest UN Airline Safety List and prepare appropriate itineraries and formal quotations.
 - c. In case of an emergency situation and in case an approved Travel Authorization could not be submitted, the TMS Vendor should act on the basis of instructions from an authorized UN personnel. Such person(s) with the authority to instruct a travel without a Travel Authorization shall

be determined and informed to the TMS Vendor by each UN Agency.

- d. Whenever feasible, UN Agencies shall be given option to determine the type of ticket(s) to be applied (normal economy with more flexibility for change or promotional fare). In this regard, the TMS Vendor shall prioritize to update UN Agencies on the availability of promotional fare(s).
- e. The TMS Vendor shall, where applicable, provide all travellers with last seat availability and advance seat assignments.
- f. In the event that required travel arrangements cannot be confirmed, the TMS Vendor shall notify the requesting party of the problem and present three (3) alternative routings/ quotations for consideration.
- g. For wait-listed bookings, the TMS Vendor shall provide regular feedback every six (6) hours on the status.
- h. In the event more airlines are cleared by the UN security systems and procedures, the prospective vendor is expected to extend the services to these airlines when and if required.

3. Assistance with Hotel/Conference Facilities and Vehicle Booking. Assist with booking hotels (local and Int'l /overseas) and conference facilities within Indonesia. Provide, as and when required car, minivan and bus rentals at established and proven competitive rates. The TMS Vendor shall store all Organization-negotiated hotel discounts in the Global Distribution System (GDS), including information on the required method of booking. The TMS Vendor shall provide hotel confirmation notices in accordance with the UN procedural requirements. As requested, the TMS Vendor will notify the UN field offices of booking requests, and those offices will assist in confirming such hotel reservations. Provide, as and when required, car, minivan and bus rentals at established and proven competitive rates.

4. Use of Lowest Fare. The TMS Vendor will fare all itineraries in accordance with the UN travel policy using all carrier-approved fare construction principles, including one-way ticketing. All itineraries will be priced by the TMS Vendor's own international rate specialists, in addition to carrier rate desks. Whenever possible, the TMS Vendor will offer the traveller lower-cost alternatives to specific itinerary requested using alternate airlines and/or routings in compliance with the UN policy. Each alternative will be itinerary-specific and include estimated savings available. The UN organizations reserve the right to require use of specific airlines offering negotiated discounts to the UN. UN will appoint an independent party to randomly audit on monthly basis the performance of TMS Vendor. TMS Vendor will oblige to refund non-lowest transaction based on the audit result.

5. AUDIT REQUIREMENTS

A. Current Service Requirements

- (1) UNDP has a right to audit books and records of TMS related to services provided. In performing the audit, we require the following audit parameters:
 - (a) TMS agrees to maintain adequate records that accurately reflect the work performed by TMS on behalf of UNDP, as well as all transaction in connection therewith.
 - (b) Once per Contract Year and upon fifteen (15) days' advance written notice, UNDP's authorized representatives shall have the right to audit those records and transactions related to the work performed and amounts billed to UNDP by TMS.
 - (c) The parties agree that certain requested information may be deemed confidential pursuant to third-party agreements to which TMS is a party, and that such confidential information will not be disclosed by TMS.
 - (d) The audit shall be limited to Settlement Periods(s) within two (2) years of the date of the audit, and UNDP's auditors shall limit their onsite activities in any given audit to fifteen (15) days onsite.

- (e) UNDP shall pay for all reasonable and necessary costs of such audit, unless the TMS fees billed in the Settlement Period(s) being audited reveal overcharging of TMS Fees in excess of 3% of total TMS Fees, in which case TMS agrees to pay for or credit
 - (f) UNDP for the reasonable and necessary costs of such audit and reimburse UNDP for the amounts overcharged.
 - (g) T&E expenses incurred by UNDP's auditors shall only be reimbursable to the extent that both parties agree the expenses are reasonable based on UNDP's travel policy.
 - (h) TMS agrees to keep all data and other related travel documents for a period of seven (7) years. Data and related travel documents retained must be all the same data elements that are currently provided via the online reporting tool.
- (2) Regarding the 3rd party fare audit, UNDP and TMS agree that an audit of airfares provided at point of sale within the agreed upon parameters set forth in this section, shall be conducted by a third party, with reasonable advance notice to TMS, under the following conditions:
- (a) The audit will last for a maximum of ninety (90) calendar days per calendar year;
 - (b) The ninety days referred to above are not required to be consecutive, and the ninety-day period may be divided up into no more than three (3) periods of at least thirty (30) calendar days each;
 - (c) The determination of the audit periods shall be made by UNDP, and shall be notified to TMS at least ten (10) days prior to the beginning of said audit period(s);
 - (d) The audit will be measured at point of sale, prior to any automated or manual quality control processes or intervention by the management or supervisory staff of TMS;
 - (e) The passenger name records ("PNR's") eligible for audit must be submitted for audit within two (2) hours of the time of reservation, provided that for PNR's that are processed by the TMS, six (6) hours will be permitted (subject to the application of the agreed upon and documented criteria for submission to the TMS;
 - (f) The performance goal for the ninety-day audit is ninety eight and one half percent (98.5%) of all the travel PNR's are to pass the audit;
 - (g) If TMS achieves the agreed upon performance goal set forth above, CLIENT will pay for the audit. If TMS fails to achieve the aforesaid goal, or if the percentage of PNR's not submitted or submitted late exceeds three per cent (3%), TMS will pay for the audit.

6. Ticket Issuance. The TMS Vendor:

- a. Shall promptly issue and deliver accurately printed/e tickets and detailed itineraries (in printed and/or electronic format as a lesser cost option as well as fastest) showing the accurate status on all segments of the journey to the travelers or their authorized representatives up to their office premises. They shall provide to each traveler a complete printed itinerary document, setting forth, but not limited to the following:
 - Carrier(s) and locator numbers;
 - Flight, train, bus and voyage number(s), class of service, special meal requests and seat assignments;
 - Departure and arrival time(s) for each segment of the trip;
 - Name, phone number and location of any hotel, and the related room rates and the hotel booking confirmation numbers for all rooms booked by the Vendor at each destination and also including the stop-overs.
 - Airport and other taxes.

The TMS Vendor shall verify with the concerned UN Agency regarding the itinerary data, class service and fare amounts prior to releasing travel documents.

- b. Tickets and other travel documents shall be available in accordance with the standards agreed with the TMS Vendor, but no less than forty-eight (48) hours before time of departure, unless the request for ticket comes lesser than forty-eight (48) hours. For the last case, delivery of the tickets and other travel documents to an appropriate airport/seaport/train station/bus station or through one of its office or correspondent worldwide might be required.
- c. A ticket to a traveler on Official travel shall be released by the TMS Vendor upon receiving an approved Travel Authorization. In case of an emergency situation and in case an approved Travel Authorization could not be submitted, the TMS Vendor should act on the basis of instructions from an authorized UN personnel. Such person(s) with the authority to instruct a travel without a Travel Authorization shall be determined and informed to the TMS Vendor by each UN Agency.
- d. The TMS Vendor shall maintain computerized profiles of all frequent travelers, as designated or defined from time to time by the UN Agencies, setting forth the Traveler's preferences regarding airlines, hotels, seating and meal requirements, passport, and such other information as is useful to facilitate such travelers' travel arrangements.

7. Voids and Refunds. The TMS Vendor will void tickets where possible to avoid a charge to the UN Organizations. Where complete refunds are obtained, the TMS Vendor will process the refund within the reporting week received. The TMS Vendor will process partial refunds requiring fare calculation as expeditiously as possible and within 30 days of receipt. The TMS Vendor shall reimburse the concerned UN Agency at the end of each month for any unsettled refund claims that have been outstanding for more than sixty (60) days. If, after settlement, the TMS Vendor presents evidence of valid rejection of any claim for such refund, the concerned UN Agency shall reimburse the TMS Vendor for all such rejected claims. The TMS Vendor shall provide the UN Agencies with a report showing all unused non-refundable tickets and hotel vouchers. The TMS Vendor shall put information in traveller profiles regarding the value of unused non-refundable tickets and hotel vouchers, and shall adopt procedures to assist travellers in the future. The TMS Vendor shall void and/or reissue tickets and hotel vouchers whenever possible instead of refunding.

8. Unused Non-Refundable Tickets. The TMS Vendor will provide the UN with a report showing all unused non-refundable tickets. The TMS Vendor will put information in traveller profiles regarding the value of unused non-refundable tickets, and will adopt procedures to assist travellers in using the value of such tickets.

9. Travel Originating Away from Indonesia. When requested by the UN organizations, the TMS Vendor will arrange travel originating for travellers outside Indonesia. The TMS Vendor shall contact such travellers to make arrangements and shall advise the requesting UN organization of itineraries selected. (a) The TMS Vendor will submit a list of its owned offices and affiliates (hereinafter referred to as "TMS network"), each subject to approval by the UN, to provide overseas ticketing of authorised travel at the TMS Vendor's direction. The TMS Vendor will assist the UN and its travellers in obtaining maximum service from such affiliates. Where TMS Vendor-owned or affiliate offices are used, the TMS Vendor will be held responsible for compliance with all applicable service standards. The UN may remove agencies from the authorised list for unacceptable service levels. The UN also may designate specific overseas agencies to serve travellers and particular locations outside Indonesia. Such agencies may or may not be affiliates of the TMS Vendor in locations where no approved affiliate exists. (b) Travel authorisations will be sent to agencies selected by the TMS Vendor. When requested by the UN, the TMS Vendor will contact travellers by telephone to consult regarding travellers' itineraries, and advise travellers where they should pick up their tickets, or alternatively, provide e-ticketing as a lesser cost option. (c) The TMS Vendor's international affiliates will be required to provide the agreed level of detail for all transactions that are authorized for initiation by the affiliates' offices. (d) Electronic

copies of itinerary invoices that were issued for each transaction will be retained for future reference and access by each UN Organization as agreed.

- 10. Amenities.** The TMS Vendor will advise travellers of any carrier-provided amenities as soon as the ticket is issued, including but not limited to limousine transfers or complimentary Stop-over Paid by Carrier (STPC) hotels.
- 11. Travel Restrictions.** The TMS Vendor will store and update monthly travel advisory information.
- 12. Excess Baggage/ Lost Baggage.** The TMS Vendor will advise travellers of excess/ lost baggage rules and fees, which may vary with country of origin.
- 13. Insurance.** Provide information about insurance and baggage insurance, if requested.
- 14. Emergency Support.** The TMS Vendor will conduct Passenger Name Record (PNR) searches and travellers' notification as directed by the UN in cases of plane crash, other air travel related accidents, hijackings, coups, bombings, natural disasters, and other security-related incidents. The TMS Vendor shall render other specialised assistance as required by the UN in emergency situations. The TMS Vendor will provide additional assistance as requested by the UN in such situations, and comply with all applicable restrictions and regulations imposed by the UN. (a) The TMS Vendor will have the capability to operate within 24 hours from an offsite location in case of an emergency. (b) The TMS Vendor will be able re-route calls to an alternate location staffed with cross-trained personnel. (c) The TMS Vendor will further provide after hours contacts for key management personnel as mutually agreed.
- 15. Travellers' Profiles.** The TMS Vendor will create and update travellers' profiles in the GDS for frequent travellers and verify the information with the traveller at the time each new booking is initiated.
- 16. Travel Planning Assistance.** The TMS Vendor will provide each UN organization with information to assist the UN in developing travel expense budgets/plan by providing fare estimates and related impact analyses as per UN organization, on quarterly basis.
- 17. Consolidator Tickets.** Upon request, the TMS Vendor will arrange to provide consolidator tickets either through internal capabilities or using a third party approved by the UN.
- 18. Customer Satisfaction.** The TMS Vendor will provide customer satisfaction survey content for review by the UN and develop lists of frequent travellers and otherwise cooperate with periodic satisfaction surveys conducted by the UN.
- 19. Seminars.** The TMS Vendor will provide seminars and other programs needed to inform travellers of changes and procedures and policies.
- 20. Complaint Tracking and Resolution.** The TMS Vendor will respond to all complaints by investigating and explaining, in writing, their underlying cause. Final response to travellers will explain the causes of the problem, and detail specific steps that have been taken or will be undertaken to prevent recurrence of the problem. The TMS Vendor will make a good faith effort to resolve disputes and misunderstandings in favour of the UN travel management and UN travellers. Within twenty-four (24) hours the TMS Vendor shall provide a written acknowledgement. The copies of all complaints received and the TMS Vendor's written responses should be provided to the designated travel manager of each UN Organization and/or at the request of that manager, held for review and summarized during quarterly performance reviews. The Organization also may request that the vendor keep a log of all other service comments received from travellers and share that log with the UN. Reports must distinguish between TMS Vendor errors and other types of incidents. The TMS Vendor shall respond to all complaints by investigating and explaining, in writing, their underlying cause as well as detail specific steps that have been taken or will be undertaken to prevent recurrence of the problem. Within ten (10) days disputes and misunderstanding shall be resolved.
- 21. Assistance at Meetings/Group Entertainment/Flight Confirmation.** Support of UN meetings held in United Nations facilities in regards to flight reservations and or change of reservations during the course of the meeting may be requested.

- 22. Personal Travel.** Upon request by a staff member, the TMS Vendor may assist the UN's personnel and their dependents in arranging personal travel at the lowest applicable fares and rates or as otherwise requested, consistent with each traveller's requirements. The UN is not to be involved in any way in personal travel arrangements. Collection of amounts due and any refunds for these personal travel legs are to be arranged directly between TMS Vendor and the UN's personnel and collected prior to releasing the ticket. In the event personal travel is undertaken in conjunction with official travel, the TMS Vendor will clearly document the cost and routings of personal portions of combined trips on all itinerary/invoices, and provide Management Information Systems (MIS) reports on such trips as requested by the UN. The TMS Vendor will ensure that arranging personal travel does not interfere with arranging official travel.
- 23. Negotiation of Fares and Rates.** The UN negotiates on its own behalf for special air and hotel discounts, and shall be free to negotiate such arrangements, including net rates with all suppliers under this Contract and or request the vendor to negotiate on behalf of the UN. However, as an initial task, it is expected that the TMS Vendor, in collaboration with the UN Organizations, carries direct negotiation with airlines based on travel volume of all UN agencies in Indonesia leading to the establishment of long term airline agreements detailing special discounted UN rates, access to business lounges, upgrades, priority check-in, etc. Upon request of the UN, the TMS Vendor may be called upon by the UN to provide data or other assistance to support such negotiations including, but not limited to, evaluation of travel patterns to identify opportunities for improved discount negotiations, assisting the vendor contacts and providing special MIS reports. The TMS Vendor will administer fares and rates obtained through such direct UN negotiation. Under no circumstances will the TMS Vendor act on behalf of the UN in any contract negotiations without the UN's expressed authority. In addition, the TMS Vendor would continuously provide assistance to support these long-term agreements through evaluation of travel patterns. The TMS Vendor would be looked at as the business consultant of the UN Account who is constantly identifying opportunities for improved discounts and benefits.
- 24. Advice on necessary health requirements.** The TMS Vendor (s) shall provide travellers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for travel to certain countries or areas;
- 25. Advice on conditions.** The TMS Vendor(s) shall provide an information service on conditions at the various foreign destinations, including climatic conditions, type of clothing which is appropriate or essential, national and religious holidays;
- 26. Travel advice.** The TMS Vendor(s) shall provide other travel advice of use to travellers, such as daily foreign currency exchange rates, excess baggage rates and new tariff procedures, when requested;
- 27. Emergency assistance.** Whenever possible, the TMS Vendor(s) shall render emergency assistance worldwide to UN Indonesia Travellers through its network, for complete range of services including but not limited to airline, hotel and car rental reservations or travel documents and communication assistance.
- 28. Hotel Reservations** (a) When requested, the TMS Vendor shall notify the concerned UN Agencies of booking requests, and those Agencies shall assist in confirming such hotel reservations which are Minimum Operating Security Standards (MOSS) compliant. UN Agencies will provide the TMS Vendor with updated MOSS compliant hotels (b) The TMS Vendor shall negotiate to the maximum extent possible, discount rates, including net rates, for hotel accommodations reservations by the UN Agencies if UN rates are not established. (c) The TMS Vendor shall promptly issue and deliver accurately printed hotel confirmations/ vouchers and detailed itineraries showing the accurate status of hotel reservations on all segments of the journey to the travelers or their authorized representatives. Prior to issuing vouchers, the TMS Vendor shall verify with the concerned UN Agency regarding the itinerary data and hotel rates. (d) Hotel confirmations/ vouchers shall be available in

accordance with the standards agreed with the TMS Vendor, but no less than forty-eight (48) hours before time of check-in, unless the request for hotel reservation comes less than forty-eight (48) hours.

PART II –TMS SUPPLIED SUPPLEMENTARY SERVICES

These services may be requested by each organization based on requirements.

- a. The TMS Vendor shall assist the UN Agencies in providing services for the delivery of UN Pouch (Diplomatic Valise) (e.g. act as a courier, process custom clearance and arrange shipment) when required.
- b. The TMS Vendor shall also assist the UN Agencies in providing services of arranging rental of car and bus for particular event. For every request for providing the services of arranging rental of car and bus the TMS Vendor shall immediately within one (1) day from time of request shall seek and obtain at least three (3) formal quotations from qualified vendors for further approval from the UN Agencies. The TMS Vendor may have to pay some advance payments to the rental company on behalf of the UN Agencies when required as UN Agencies will not be able to process advance payment.
- c. The TMS Vendor shall provide assistance in obtaining the following:
 1. Government administrative formalities on Indonesian *Dinas* visa: Assisting* to obtain visa within 15 working days.
 2. Foreign visas for travelling outside of Indonesia: Assisting* to obtaining a visa within 5 - 15 working days and for Schengen visa within 15 working days.
 3. Duty free card for purchasing of goods from Duty free shop and government ID card: Assisting* in obtaining duty free card within 20 working days.
 4. Duty free facility (PP-19) for project goods, office/staff duty free vehicle and personal effects. Assisting* in obtaining PP-19 for project goods within 10 working days. The duty free facility for vehicle through Customs Office should be within 15 working days.
 5. Car ownership certificate (STNK): Assisting* in obtaining the certificate should be within 7 working days.
 6. Provide cash advance for meetings and seminars and excess baggage of UN travellers as necessary.

Note*: UNDP prepares letters and documents, liaises with government offices and follows up while the TMS Vendor serves as messenger to deliver those letters, follows up on its level and collects letters issued by the government offices.

Messenger services

28.Ticket Delivery. The TMS Vendor shall deliver tickets or email e-tickets to travelers at their Offices, residences or airport and other local stations in Indonesia. Based upon proper authority from the UN Agency in case of official travel, the TMS Vendor shall deliver tickets, itineraries, boarding passes (where available) and other travel documents as determined necessary by respective UN Agency. Except in emergencies, travel authorization should reach the TMS Vendor within a reasonable time period. Tickets shall routinely be provided at least two days in advance of travel unless required otherwise. The TMS Vendor shall deliver tickets to the UN traveller at its Jakarta premises during business hours, except for tickets that need to be delivered in other countries, in which case the TMS Vendor shall use other facilities to effect such deliveries. The TMS Vendor shall, as requested, provide emergency ticket delivery, or prepaid tickets or otherwise, after hours at an appropriate airport or through one of its office or correspondent worldwide.

- 29. Airport Meet and Greet.** The UN arranges meet and greet assistance for eligible senior UN officials/visitors at the Jakarta Airports and other airports or train station/ ports. On occasions, the UN may request assistance with this. Such arrangements may include normal meet and greet at the airport; Welcome travelers at the airport, VIP Lounge Services and Special Protocol Assistance, i.e getting large groups through immigration, special visa and longer stay arrangements at the airport included Provide transport to the hotel from the airport and vice versa.

Operational Support

- 30. Clerical support – Visa to Indonesia and other countries/Drivers' licenses.** Assist the UN Agencies Admin Units, in terms of the provision of visa related documents including UN Laissez-Passers, UN Family Certificates, visa applications including re-entry visas for Indonesia and passport renewals as and if directed/requested by each UN organization. The TMS Vendor will research and advise document requirements based on the travellers' nationality and destinations. Under The UN supervision, the TMS Vendor provided clerk will obtain all necessary travel documents, including visas and national passports required for travellers, unless a personal appearance is required to obtain such documents. The TMS Vendor shall facilitate the needs for information and the timely application for passports, visas, and other travel related documents as requested by each UN Agency. Unless the request comes less than ten (10) days before departure, all travellers shall have complete travel documents required. The TMS Vendor shall pay in advance visa fees and bills UN Agencies accordingly.
- 31. Clerical support – Travel/Messenger Services.** Assist UN Agencies in the form of the provision of one Vendor supplied, suitably qualified clerk, any required messenger support for the UN Agencies Travel Units.

Client Services

- 32. Assistance at Meetings.** Support of UN meetings held outside of United Nations facilities (hotels, Conference centres throughout Indonesia) in regards to flight reservations and or change of reservations during the course of the meeting may be requested.
- 33. Telephone service.** Provide 24-hour hot-line telephone service 7 days a week to all travellers. The TMS Vendor also will provide hot-line international telephone service or accept collect calls from travellers anywhere in the world. All applicable telephone numbers will be included on travellers' itineraries.

Information Management Systems

- 34. Interface to ERP.** The TMS Vendor must demonstrate the ability to provide e-commerce capabilities to enable automatic transfer of travel data processed by the TMS Vendor to Enterprise Resource Planning systems such as PeopleSoft and SAP, Atlas used within the UN organizations. The TMS Vendor will provide an automated means of processing travel authorizations received from UN Agencies.
- 35. Global Distribution System.** The TMS Vendor will provide and maintain the most recent release of the Global Distribution System (GDS) agreed between the TMS Vendor and the UN. (a) The TMS Vendor will provide an adequate quantity of GDS hardware and software to provide all service described in this Terms of Reference. (b) The TMS Vendor will provide GDS access for UN Travel focal persons if required. (c) The TMS Vendor will load UN negotiated hotel rates into the GDS or otherwise make negotiated rates available to reservations at the UN. (d) The TMS Vendor will take all necessary steps to ensure that all Organization-negotiated airline programs are loaded into the GDS. The TMS Vendor will make best efforts to facilitate loading in a manner to allow automated pricing. In the event this is

not reasonably practicable, the TMS Vendor will maintain computerized profile information on such discounts. (e) The TMS Vendor will not change the GDS used to serve the UN without the UN's approval of such change and will provide prompt notice of and access to all new technology enhancements.

- 36. On-line booking service** The TMS Vendor shall provide access upon request by the UN to an on-line booking service. For complex international travel with multiple airline discount program configurations, the UN reserves the right to implement an online reservations tool at such time as the UN believes available.

PART III – METHOD OF OPERATION.

- 37. Hours of Operation.** The TMS Vendor shall: (a) Provide full services from Monday to Friday between 08.00 am and 17.00 pm and half day service on Saturday between 08.00 am and 13.00 pm. (b) Notify the UN of names, hot-line and telephone numbers of the TMS Vendor's Indonesia personnel who are available during off business hours, on weekends and holidays to provide or assist with services if needed, for official and emergency travel. This group of personnel should be senior staff who is able to make decisions in case of emergency.
- 38. Responsiveness to clients' request** (a) The TMS Vendor will acknowledge walk-in travellers within five (5) minute of arrival and estimate the maximum waiting time based on volume at the time. The TMS Vendor will provide assistance within the maximum time specified. (b) The TMS Vendor will answer eighty (80) per cent of telephone calls within twenty (20) seconds. (c) The TMS Vendor will accept reservations and requests for travel information through electronic mail and all travel consultants will have e-mail access. All e-mail requests will be responded to within two hours of receipt during normal business hours. Whatever the form of request, the overall turnaround time between the request and the proposed booking shall be as follows: 1) for requests before 12 p.m., a reply before close of business of the same day and 2) for requests after 12 p.m., a reply by 10 a.m. the following day. (d) The TMS Vendor will accept reservations and requests for information through fax. All fax requests must be responded to within two hours of receipt during normal business hours.
- 39. Statement of account or invoice** for all travel requests shall be submitted to the concerned UN Agencies on a bi-weekly basis by attaching copies of the Travel Authorization and tickets/agent coupon. The statement of account shall show for each transaction, the country and currency in which all costs were incurred by the concerned UN Agencies, the date, the invoice number and the name of the concerned UN Agencies Traveller.
- 40. Payment** will be made within 30 (thirty) days after the receipt and certification of the TMS Vendor' invoice, which shall be submitted only after completion of the services to which it relates and only if respective UN Agency has certified that the services have been satisfactorily performed by the TMS Vendor. The Travel Agency shall send an itemized official invoice to the designated representative of the UN Agency at the end of each month for all services provided to the respective UN Agency; The invoice price shall be disaggregated by ticket fare, different type of taxes, service fee and other charges (if applicable). Invoices for each transaction shall be retained during the agreement period with a maximum period of two (2) years. The TMS Vendor shall provide the concerned UN Agencies access to these documents. If the TMS Vendor does not deliver an invoice to UNDP/ UN Agencies for goods and or services within 12 months of the performance of the services or the delivery of the

goods, then UNDP/ UN Agencies shall bear no responsibility to pay the said invoice.

- 41. Acceptance of corporate credit cards for official travel** . The TMS Vendor may be requested to accept corporate credit cards as payment for official travel. In this event all credit card charges will be waived.

Payment for Personal Travel Portions

- 42. Billing to Individuals for personal travel portions.** 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 travellers 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.

- 43. Forms of Payment Accepted for personal portions** . The TMS Vendor shall accept all major credit cards and personal checks for such personal expenses.

Personnel

- 44. Capacity and Experience of the TMS Vendor.**

- a. The TMS Vendor shall have in its current office all the necessary equipment and facilities to handle minimum requirements of the UN Agencies.
- b. The TMS Vendor shall have a low personnel turnover rate.
- c. The TMS Vendor currently maintains a nationwide services coverage as well as global network/ affiliates in major UN destinations.
- d. The TMS Vendor shall employ experienced and professionally trained travel experts and staff to handle minimum requirements of the UN Agencies.
- e. The TMS Vendor is capable of deploying motorized messenger(s) and/or drivers.
- f. The TMS Vendor shall use all appropriate means to anticipate peak booking periods and adjust staff accordingly.
- g. The TMS Vendor shall have sufficient partnership arrangements.
- h. The TMS Vendor shall maintain a good track record in serving international organizations, embassies, and/or multinational companies and a member of IATA/ASITA with minimum five (5) years of experience and is financially stable.
- i. The TMS Vendor is experienced in managing onsite and offsite services, and that it is equipped with online reservation and e ticketing/ ticketing system (domestic and international).

- 45. General requirements for personnel.** The TMS Vendor shall provide all necessary personnel who will provide prompt, courteous and efficient. All staff assigned to the UN account shall be fluent in oral and written English beside Bahasa. Fluency of vendor's staff in other official UN languages will be viewed as an enhancement. If travel volumes change, the UN may request a change in the number of personnel assigned to the UN Account within fifteen (15) days. Whilst the TMS Vendor will be held responsible for the outputs of its staff, exceptionally upon request, the TMS Vendor will provide information regarding the levels of productivity of all individual staff as well as teams assigned to specific UN. The UN reserves the right to request immediate dismissal of staff in case of serious misconduct/poor performance.

- 46. Experience Requirements for personnel.**

- a. In general the TMS Vendor shall assign the relevant personnel according to their technical know-how and reliability. The UN has the right to interview all prospective dedicated staff and to request

replacement of any TMS Vendor employee for reasonable cause. The UN also reserves the right to do background checks on any/all travel provider staff that are assigned to the UN account. Whether or not the UN taking up such background checks, in no way diminishes the TMS Vendor's obligations and liabilities concerning its personnel.

- b. Travel Counsellors will have a minimum of three (3) years corporate travel experience.
- c. Not written in scoring matrix Branch Manager will have a minimum of eight (8) years travel industry experience. Minimum 4 years prior experience in managing or supervising a Business Travel Centre.
- d. The TMS Vendor shall make sure that their staffs are well trained on UN policies and procedures.
- e. In coordination with the UN Agencies, the TMS Vendor shall arrange training on UN policies and procedures.

47. Ethics and Confidentiality of personnel. The TMS Vendor's staff must abide by the UN standards of ethics and confidentiality.

48. Bonding for assigned personnel. All personnel assigned to the UN Account shall be fully bonded by a third party acceptable to the UN. Bonding is an insurance agreement guaranteeing repayment for financial loss caused to the covered organization by the act or failure to act of a third person.

49. UN Right to Interview. The UN has the right to interview all prospective dedicated staff and to request replacement of any TMS Vendor employee for reasonable cause.

50. Subcontracting of personnel . The TMS Vendor will not subcontract any services without prior express permission from the UN.

51. Cross-Utilization of personnel . The TMS Vendor shall augment and/or cross utilize personnel as necessary to meet all service standards at all times, including during both daily and annual peak travel periods. It is expected that the TMS Vendor will arrange shifts in a manner that will minimize the need for overtime and hours of operation mentioned in this contract refers only to hours available for direct traveller access. The TMS Vendor will provide a quarterly staffing plan to the UN and prompt notice of any significant understaffing due to unexpected peaks in travel volume or absenteeism.

52. Compensation and Incentives for personnel – Consistency with UN Policies and Objectives. The TMS Vendor shall not compensate or incite employees in any manner that would encourage them to increase the cost of UN travel, or would otherwise be inconsistent with UN policies and objectives. Salary compensation should comply with the Indonesia Labour standards.

53. No Unilateral Changes for compensation. The TMS Vendor will not unilaterally change compensation levels of employees without prior consultation and approval by the UN. TMS Vendor will provide salary benchmark information for similar corporate contracts.

54. Training for personnel. The TMS Vendor will provide training annually, or more frequently as agreed with the UN on UN policies, procedures, programs, international affairs and rates, GDS skills, and customer service in a multi-cultural environment. The UN will have the right to review and approve written materials used in the training of personnel assigned to its account. (a) UN Specific Training. TMS Vendor personnel assigned to the UN Account is required to undergo periodic training and testing on the UN's travel policy, procedures and supplier programs. (b) Reviews. The TMS Vendor will provide, at the UN's request, employee performance and training reviews on the status of dedicated employees who are assigned to the UN account.

55. The TMS Vendor shall establish and operate to monitor on a regular and continual basis the quality of travel services provided to the UN Agencies. 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 the UN Agencies. The UN Agencies shall be notified of any deficiencies found and corrective action taken; such actions shall be included in the The TMS Vendor' quarterly narrative required under Reporting Scheme.

Program and Account Management.

The TMS Vendor shall advise and consult with the UN regarding all matters reasonably pertaining to business travel, including best practices. Part of the **Service Standards**, the TMS Vendor shall:

- (a) Provide polite, responsive and efficient service at all times to fulfil UN Agencies' requirements. As a service objective, telephone calls should be answered promptly. When it is necessary to place calls on hold, they should not be kept on hold for more than 2 minutes and call back, when necessary, should be made within 30 minutes.
- (b) Unless otherwise specifically agreed in writing by respective UN Agency, the TMS Vendor shall not favour any particular carrier when making reservations. The TMS Vendor shall maintain excellent relations with all carriers for the benefit of all UN Agencies operating in Indonesia.
- (c) The TMS Vendor shall undertake to provide contacts between the UN Agencies and, inter alia, airports, airlines and hotels.
- (d) The contract will be subject to performance evaluation as specified in details in **Annex 1**.

56. **Operations/Account Manager.** Provide an Operations Manager to act as the liaison for the UN to answer any questions in regards to TMS Vendor Services and to coordinate tactical and strategic initiatives for the UN.

57. **Identifying Savings Opportunities.** Assist the UN in monitoring saving opportunities, including advice/recommendations on discounting for air, hotels, car, groups and meetings, restriction waivers, Internet fares, and other techniques to reduce travel expenses; provide benchmarking of savings and practices for air, hotel and car based on other large TMS Vendor customer programs;

58. **Policy Changes.** Assist in policy updates or changes.

59. **Industry Intelligence.** Provide industry intelligence in terms of promotions etc.

60. **Traveller / Arranger Training .** Provide traveller and travel arranger training on travel issues and UN travel policy upon request, including providing content for the UN travel website and other traveller and arranger communication.

61. **Performance Reviews.** Offer quarterly or more frequent performance reviews to evaluate and discuss contract management, including service and savings objectives, industry trends, specific service issues, travel policy and performance benchmarks. (a) The TMS Vendor will provide proposed detailed agendas at least two weeks prior to the meeting. The UN will add to the agenda as appropriate. (b) After each meeting, the TMS Vendor will submit a follow up report detailing actions and proposed timetables for improving service. Each subsequent review meeting will begin with a review of the TMS Vendor's progress in meeting commitments from prior performance reviews.

In addition to internal measurements of performance, the UN retains the right to require independent evaluation of TMS Vendor performance. The UN may contract with independent third parties to audit TMS Vendor service levels and/or to support efforts to manage the TMS Vendor. The TMS Vendor will cooperate fully with any third party audit and agrees that all information shared with the UN may be

shared with such third party vendor.

- 62. Senior Management Participation.** Arrange for representatives of senior management, otherwise not dedicated to the UN account to be available for quarterly meetings. The TMS Vendor should identify the name and title of senior manager responsible for the program, with at least one back up individual.
- 63. Service Performance Monthly Meetings.** The TMS Vendor will attend meetings bi-monthly, or on another schedule set by the UN, to review the following aspects of service performance: (a) Service Levels and Standards, including Customer Satisfaction. The TMS Vendor will present reports which address performance against all agreed service standards. The goal of such discussions will be to agree on appropriate responses to specific situations and identify overall trends and opportunities to improve services and to agree on corrective action plans as needed. (b) Service Costs and Productivity Issues. The TMS Vendor will review costs and revenues associated with the account, productivity of specific individuals and groups, and all other cost drivers for the account. The parties will discuss opportunities for reducing direct costs and agree upon appropriate actions to streamline operations without reducing service levels or satisfaction. Upon request, the TMS Vendor will provide separate analysis of performance against budget for any one or more UN Organizations and for the UN account as a whole. (c) Within four (4) business days following each such meeting, the TMS Vendor will submit minutes of the meeting which specifically identify all agreed upon actions to be undertaken by the TMS Vendor or the UN, together with specific timelines for each deliverable. (d) Prior to each meeting, the TMS Vendor will prepare an agenda which summarizes the primary topics and objectives of the meeting as well as the status of all pending deliverables. The TMS Vendor will e-mail the agenda to the Travel Managers at least 2 days in advance of the meeting.
- 64. New Products and Services.** The TMS Vendor will advise the UN of new TMS Vendor travel products and services and new third party travel products and services.
- 65. Management Information (MI) Report Production.** Provide analysis of MI reports and impact on the UN's travel management program.
- 66. Business Plan and resulting Key Performance Indicators (KPIs),** including a timeline for accomplishing specific objectives. The intent of these documents shall be to identify areas of the UN's travel program that can be targeted for savings/improvement and the associated cost and timelines associated with each task. The parties will revise the Business Plan periodically as mutually agreed. TMS Vendor will provide monthly progress reports on performance against the Business Plan.
- 67. Financial Audit.** The UN will require that the TMS Vendor retain all financial documents related to the cost and revenues of its account for a period of at least five (5) calendar years following the termination of any agreement with the TMS Vendor. The UN will have the right to audit any of these financial records or documents at any time during the TMS contract and for five (5) years beyond its expiration. In the event that any financial audit identifies revenues which Vendor failed to credit properly or errors in reporting expenses, then the TMS Vendor agrees to reimburse the UN for any such shortfall or overage, plus the cost of the audit, plus interest on the amount of such discrepancy dating to the original discrepancy. Interest will be calculated at 9%.
- 68. Fare Audits.** The TMS Vendor agrees to cooperate with periodic independent audits of airfares offered. The TMS Vendor will reimburse the UN for any amounts by which fares offered to travellers have exceeded the lowest applicable fare identified by the third party auditor within the context of UN travel policy.
- 69. Errors** If the percentage of errors discovered for a particular period exceeds two percent, the UN will multiply the average dollar amount of the errors discovered by the audit by the percentage of passenger name records (PNRs) containing errors and the total transactions for the period. The TMS Vendor will reimburse the UN for this amount. To illustrate, if the average error is \$50 and the error

occurs on 3% of all PNRs, the amount due for a period with 1,000 transactions would be \$1,500 (\$50 times 3% times 1,000).

PART IV – MANAGEMENT INFORMATION REPORTING.

70. Management Information Reporting System. Vendor shall provide a management information reporting system capable of producing per UN organization all management information reports specified by the UN, as well as additional customized reports which may be requested during the Contract period included:

- Quarterly Production Statistics;
- 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;
- Reports listed below with data refreshed monthly and made available at a consolidated level as well as by organization.

Report Name	Description
Air Detail Report by Traveller	Shows detail for each ticket issued including routing, fare paid, fare basis, in policy airfare, reason for policy exception (if applicable), airfare savings (fare paid against the fare without the contract discount applied).
Air Summary Report	Shows total of fares paid with comparisons to benchmark fares; average ticket price; avg. cost per mile
Lost Opportunity by traveller	Exception report by traveller showing fare offered compared to fare accepted with lost savings
Carrier Usage	Shows actual carrier results (e.g. spend and market-share)
Market Pairs	Market pairs including, carrier, and class of service, segment fare, #of segments, average fare and cost per mile.
Advance purchase – booking	Advance booking days, expenditure, transactions, average ticket price.
Advance purchase – purchase	Advance purchase days, expenditure, transactions, average ticket price.
Frequent travellers	travellers name, index number, tickets issued, expenditure, average ticket price
Air Carrier Analysis Report	Carrier concentration reports market pairs each of the top 10 airlines with expenditure, transactions, average segment cost and market share % for purpose of negotiations
Hotel Property Analysis by City	Reports hotels used in each city for purpose of determining negotiation opportunities by city
Unit Analysis	Breakdown of airfare spend by UN entity
Class of Service	Airline, class, segments, segment cost, % of total and average segment cost.
Carbon reporting	Air CO2 Emissions: An estimate in kilograms of the number of emissions during a flight.
Executive Summary	A summary of travel spend with air, hotel and car expenditures showing current and YTD data domestic vs. int'l and totals

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, Traveller, Lost Savings Amount, with following details
 - 1. Specified Class of Service (requests for Y class fares) – used to improve upgrade chances
 - 2. Declined to flight time preference
 - 3. Declined due to carrier preference
 - 4. Declined due to penalty or restriction - (Refundable vs. Non-refundable, Use of International Restricted Fares)
 - 5. Declined due to airport preference
 - 6. Approved standard of accommodation exception
- Non-Refundable Ticket Tracking
- Crisis reporting – whose where – on demand
- Monthly Service Level Report
- Financial statement with revenues, expenses and associated support documentation. This will include transactional level detail for any activity based pricing (e.g. after hour calls).

PART V – OTHER TERMS

71. Termination Either party may terminate any ensuing Contract, in whole or in part, upon thirty (30) days notice, in writing, to the other party. Settlement of Disputes will be in line with UNDP General Terms and Conditions.

72. Transitional Service. In the event any ensuing Contract is terminated for any reason other than termination by TMS Vendor for the UN's breach, or expires by its own terms and a successor travel management company is selected by the UN, the TMS Vendor will, if requested by the UN to do so, continue to provide Services as provided for under this Contract, for a period of time not to exceed one hundred twenty (120) days (the "Transitional Services") effective on the first day following expiration of this Contract or the last day of the notice period defined above, (the "Transitional Service Period"). At the option of the UN, and on its specific request and with advance notice to the TMS Vendor, all or part of Transitional Services may be discontinued by the UN at any time upon no less than sixty- (60) days prior written notice to TMS Vendor. (a) The TMS Vendor will use all reasonable efforts to cooperate fully in assuring the UN and its travellers with a continued and uninterrupted service during the Transitional Service Period. The TMS Vendor will use commercially reasonable efforts not to reassign dedicated employees during the Transitional Service Period in accordance with applicable laws, to ensure an orderly and cost effective transition with no adverse impact on service levels required by the UN and its travellers. However, in the event that any TMS Vendor employee requests reassignment, the TMS Vendor may comply with such request without being in breach of this contract. (b) Subject to data protection requirements and to obtaining the necessary consents from travellers to transfer personal data to a new supplier, at the request of the UN and at no cost to the UN, other than costs imposed by third parties, such costs requiring advance notice to and approval by the UN, the TMS Vendor will transfer and/or provide access to the UN and/or its designated successor travel management company or companies all the UN travel data including passenger name records

("PNRs") and profiles in the format as such data appears on the TMS Vendor's systems. Unless agreed otherwise by the UN, the TMS Vendor will not ticket the UN traveller PNRs for travel booked more than one month after the transition in which the successor travel management company commences service for the UN, including, but not limited to, UN meetings and group travel. (c) The TMS Vendor may at its option release dedicated staff willing to stay with the UN's account and requested by the UN from any restrictive employment agreements, subject to local laws. Except as may be required by local laws and except for third party imposed fees or costs which have been approved and accepted by the UN, the TMS Vendor will not impose on the UN or the successor TMS Company, any special or additional fees or costs involved in or related to the transfer of Services, including but not limited to, equipment de-installation, severance for employees, leasehold obligations, data transfer or handoff, management time cooperating with the new travel company, or other time related to the orderly transfer of business to the new travel management company.

Disclaimers

73. No Minimum Guarantee. The UN will not guarantee any minimum quantity of travel purchases under any subsequent Contract.

74. No Exclusivity: The UN reserves the right to enter concurrently into contracts with multiple travel agencies for the provision of the required services.

Qualification of the Successful Vendor:

The successful Vendor which will be contracted to serve the needs of the UN Agencies in Indonesia shall have the following minimum eligibility criteria:

- a) Legal registration
 - b) IATA and ASITA Accreditation Certification and Affiliation with IATA (International Air Transport Association)/ PATA (Pacific Association of Travel Agents)/ ASITA (Association of Indonesian Travel Agent)/ ASEANTA (Association of South East Asia Nations' Travel Agents)
 - c) The vendor should have a minimum average annual turnover of minimum USD 2,000,000 during the past 5 years
 - d) Minimum 5 years of experience in corporate specialization in Travel Management Services. Supported with legal document (Notarial Deed)
 - e) Minimum three (3) ongoing or completed contracts for same or similar services executed in last 5 years having:
 - One of the contracts at least USD 500,000 per year for flight sales turnover
 - One of the contract with clients of IGO (Inter Governmental organization), Embassies and Multi-national companies in Indonesia
- *For each contract, provide details of: client name, contract dates, contract values, contract focal point name and email, work location. [Note: UN/UNDP reserves the right to conduct reference checks with one or more of the listed clients of the Vendor]
- f) Letter of Satisfactory Performance from the top 3 clients in terms of contract value
 - g) Having in its current office all the necessary equipment and facilities to handle minimum requirements of the UN
 - h) Appropriate location or branch nationwide/ worldwide
 - i) Implementation of CRS (Computer Reservation System) or through GDS (Global Distribution System)

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

- Branch Manager/Team Leader will have
 1. Minimum of eight (8) years travel industry experience.
 2. Minimum 4 years of prior experience in managing or supervising a Business Travel Centre/Corporate Customer.
- Travel Counsellors (minimum of 5 persons)
 1. Graduate from travel academic
 2. Minimum of three (3) years corporate travel experience.
 3. Experience with Abacus system

The nominated travel experts in the proposal must be the employee who will be responsible for the management of travel services to UN Agencies in Indonesia the entire period set for this contract. If the travel expert decided to terminate her/his services with the travel agency, the letter must notify UN PIC one month in advance and attach to the letter the Curriculum Vitae of the proposed replacement of the travel expert. UN has the right to reject the newly nominated travel expert if found to be not competent enough to handle the management of the travel services. In the event of failing to assign experienced personnel, UN participating agencies in Indonesia 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.

Annex 1

SERVICE LEVEL AGREEMENT

Performance Standards and Service Level Guarantees:

The Organisation/Firm shall perform its services and deliver its products in accordance with the herein prescribed minimum performance standards set by the UN Agencies:

TRAVEL MANAGEMENT SERVICES

	Service Category	Required and Agreed Level of Vendor's Performance and Competencies	Method of Measurement	Frequency	Ability to Meet Expected Level (Yes/ No)	Remarks
STAFF QUALIFICATION						
1.	Education	<ul style="list-style-type: none"> • Certificate of Travel Agency competence or equivalent • College degree or equivalent 	<ul style="list-style-type: none"> • evidence of degrees, diplomas, certificates • evidence of completion of training 	Once (prior to recruitment) or upon request		
2.	Technical Skills	<ul style="list-style-type: none"> • Familiar with Global Distribution System (GDS), i.e. Amadeus • Complete basic computerized reporting system (CRS) and other relevant systems training, with annual review of training needs. 	<ul style="list-style-type: none"> • Resumes • Certificates • Evidence of completion of training 	Once (prior to recruitment) or upon request		
3.	Language	<ul style="list-style-type: none"> • Minimum local language and proficiency in English. 	<ul style="list-style-type: none"> • interview conducted in English 	Once (prior to recruitment)		
4.	Minimum Experience	a. Branch Manager: have a minimum of eight (8) years travel industry experience. Minimum four (4) years prior experience in	<ul style="list-style-type: none"> • interview conducted in English (by both the Travel Agent and upon request by the UN) 	Once (prior to recruitment)		

		managing or supervising a Business Travel Centre. b. Travel Counsellors: have a minimum of three (3) years corporate travel experience.	<ul style="list-style-type: none"> Resumes, letters of support or recommendation, etc. 			
STAFF RECRUITING AND SERVICING						
5.	Recruitment	<ul style="list-style-type: none"> All newly-hired staff must be qualified 	<ul style="list-style-type: none"> UN Head of Operations will approve manager's recruitment and endorse recruitment of staff Travel Agent will submit to the UN Head of Operation updated employee table 	Once (prior to recruitment)		
6.	Compliance with labor laws	<ul style="list-style-type: none"> Travel Agent will comply at minimum with the Labour Law of Indonesia, as amended and other relevant statutory requirements Provide a minimum guaranteed wage in accordance with the prevailing labor market in Indonesia 	<ul style="list-style-type: none"> Travel Agent will submit to the UN Head of Operations updated employee table No labour disputes being litigated or threatened 	Monthly		
7.	Medical insurance	<ul style="list-style-type: none"> Enrol employees in a medical insurance scheme for outpatient and inpatient cover and maintain such insurance for the duration of employment 	<ul style="list-style-type: none"> Provide evidence of adequate insurance to UN Head of Operations Provide evidence of renewal of insurance, if applicable 	Upon recruitment and annually		
8.	Information	<ul style="list-style-type: none"> Updated staff list 	<ul style="list-style-type: none"> Continuous updating of a staff list by location including 	Monthly		

			position, brief description of duties, contact details, salary, indication of insurance coverage, etc.			
	STAFF					
9.	Number of Personnel	<ul style="list-style-type: none"> Adequate number of personnel at each office/branch/location, with at least 2 travel counsellors servicing each location 	<ul style="list-style-type: none"> Monthly Report by the Travel Agent 	Monthly		
10.	Cultural sensitivity	<ul style="list-style-type: none"> Staff shall be mindful of dealing with UN staff 	<ul style="list-style-type: none"> General Survey Working Group Monthly report by the Travel Agent 	Monthly		
11.	Health	<ul style="list-style-type: none"> Healthy staff 	<ul style="list-style-type: none"> Medical testing prior to commencement of work proper rest afforded to staff 	Upon request		
	OPERATIONAL REQUIREMENTS					
12.	Business Hours	<ul style="list-style-type: none"> Service hours: Monday – Friday between 8.00 am and 17.00 pm and half day service on Saturday between 8.00 am and 13.00 pm. Except UN Holidays The client telephone calls are handled efficiently and are answered by a travel staff 	<ul style="list-style-type: none"> Monthly report by the Travel Agent 	Monthly (subject to random inspections)		
13.	Responding to telephone calls	<ul style="list-style-type: none"> The client telephone calls are handled efficiently and are answered by a travel consultant Where required, return call will be made within the hour of the last contact 	<p>If a call monitoring system is not implemented:</p> <ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent <p>If a call monitoring system is implemented:</p>			Subject to implementation of a call monitoring system, 0.15% reduction in management fee if rate falls below 80% and

			<ul style="list-style-type: none"> • 80% of calls answered by a travel consultant within 20 seconds • Maximum 20% of calls placed on hold • 90% of all call-back within 60 minutes • General Survey • Monthly report by the Travel Agent 			0.30% reduction in management fee if rate falls below 70%
14.	Abandoned Call Rate	<ul style="list-style-type: none"> • Abandoned call rate measures as a percentage the number of calls abandoned after 50 seconds against the number of calls received 	<p>If a call monitoring system is not implemented:</p> <ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent <p>If a call monitoring system is implemented:</p> <ul style="list-style-type: none"> • Abandoned call rate after 50 seconds is less than 5% • General Survey • Monthly report by the Travel Agent 	Monthly (subject to random inspections)		
15.	Responding to emailed travel queries	<ul style="list-style-type: none"> • For point to point and simple itineraries, the Travel Agent will respond within 3 working hours • For itineraries with multiple sectors, the Travel Agent will respond within 2 working days • 100% of emails responded within time stipulated 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		Subject to implementation of a monitoring system, a 0.15% reduction in management fee if less than 100% of emails responded within time stipulated
16.	Assistance	<ul style="list-style-type: none"> • Waiting time not more than 1 minute 	<ul style="list-style-type: none"> • General Survey • Working Group 	Monthly (subject to		

			<ul style="list-style-type: none"> Monthly report by the Travel Agent 	random inspections)		
	NON-LOCAL SERVICES					
17.	Non-local services	<ul style="list-style-type: none"> Travellers have access to non-local market "Travel Agent's" services 	<ul style="list-style-type: none"> Working Group Monthly report by the Travel Agent 	Monthly		
	SERVICES					
18.	Ticketing	<ul style="list-style-type: none"> Timely ticketing is prior to fare validation/ client's departure date 	<ul style="list-style-type: none"> 100% accuracy of overall reservation quality monitoring General Survey Working Group Monthly report by the Travel Agent 	Monthly Sample audit by the Travel Agent		
19.	Accuracy of client data	<ul style="list-style-type: none"> Accuracy of data provided as required by the client for MIS purposes Update profile data on systems within 3 working days of receipt 	<ul style="list-style-type: none"> 100% accuracy of overall reservation quality monitoring General Survey Working Group Monthly report by the Travel Agent 	Monthly Sample audit by the Travel Agent		
20.	Special client Preferences	<ul style="list-style-type: none"> Frequent Flyer/ Seating/ Meal Preferences updated in reservation per client profile requirements 	<ul style="list-style-type: none"> 100% accuracy of overall reservation quality monitoring General Survey Working Group Monthly report by the Travel Agent 	Monthly Sample audit by the Travel Agent		
21.	Visa requirements	Visa requirements shall be included on the itinerary at the time of booking by the Travel Agent	<ul style="list-style-type: none"> 100% accuracy of overall reservation quality monitoring General Survey Working Group Monthly report by the Travel Agent 	Monthly Sample audit by the Travel Agent		
22.	Corporate Discount	<ul style="list-style-type: none"> Accuracy of obtaining client 	<ul style="list-style-type: none"> 100% accuracy of overall 	Monthly		

	Programs	<p>negotiated hotel/ air rates and other rates</p> <ul style="list-style-type: none"> • Access to Preferred Extras Hotel Program 	<p>reservation quality monitoring</p> <ul style="list-style-type: none"> • General Survey • Working Group • Monthly report by the Travel Agent 			
23.	Travel Restrictions and Security clearance	<ul style="list-style-type: none"> • Information on travel advisories for all locations • Advice for travellers of potential safety/security risks, including health alerts and warnings 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
24.	Refunds	<ul style="list-style-type: none"> • To monitor the processing time of simple (electronic) and complex (non-electronic/ int'l partial) refunds of airline tickets issues for commercial IATA Airline scheduled services • The Travel Agent will issue a refund notification and process the refund with the carrier within 48 hours of receipt. 	<ul style="list-style-type: none"> • 100% of Domestic refunds (electronic) will be submitted within 48 hours of notification of the cancellation. • 100% of International/paper refunds will be processed within 72 hours of notification of the cancellation • Verification of residual value of partially used tickets refunded by carriers • Any differences between clients' calculation and the actual refund to be justified by the vendors calculation • 80% of all documents returned to the travel agent, will be credited 	<ul style="list-style-type: none"> • Monthly (subject to random inspections) • Year-end closing 		

			to the customer account within 90 days of the receipt of document			
25.	Emergency and after hours support	<ul style="list-style-type: none"> Emergency reservation services shall be available Notify clients and identify affected travellers anywhere in the world during emergency situations Travellers have access to local support during crisis situations 	<ul style="list-style-type: none"> Emergency reservation services shall be available 24 hours a day, every day Operators shall be fluent in English 	Monthly		
26.	VIP Services	<ul style="list-style-type: none"> VIP client telephone calls are handled efficiently and are answered by a Site Manager 	<ul style="list-style-type: none"> 100% of calls answer by a travel consultant within 4 rings (or 20 seconds) Monthly report by the Travel Agent Monthly meeting with executive secretary to discuss travel plan 	Monthly		
27.	Online booking service	<ul style="list-style-type: none"> Client and traveller has access to online booking system 	<ul style="list-style-type: none"> General Survey 			
CUSTOMER SATISFACTION						
28.	General Survey	<ul style="list-style-type: none"> Meets customer needs Implementation of survey results 	<ul style="list-style-type: none"> survey conducted at least annually participation in Working Group 	Semi -annually		
29.	Customer satisfaction	<ul style="list-style-type: none"> Customers shall be satisfied with service and delivery 	<ul style="list-style-type: none"> 80% overall satisfaction indicated as good, very good, or excellent General survey 	As and when required		If customer satisfaction falls below 80%, the Travel Agent will submit an action plan for improvement

						within 60 days of receipt of detailed survey results.
30.	Customer Inquiries	<ul style="list-style-type: none"> To track non-compliance to service standard and issues requiring corrective action by the Travel Agent 	<ul style="list-style-type: none"> 99% of all transactions will not result in a customer issue/ inquiry Monthly report by the Travel Agent 	Monthly		Measured as a total of transactions on a monthly basis
31.	Acknowledgement of problem	<ul style="list-style-type: none"> Written acknowledgement provided to relevant person within 24 hours Verbal acknowledgement Regular advice of progress 	<ul style="list-style-type: none"> Written acknowledgement to relevant person within 24 hours 	As required		
32.	Complaints/ Inquiries	<ul style="list-style-type: none"> Prompt response Ability to handle complaints online Ability to track noncompliance to service standard and issues requiring corrective action Ability to report 	<ul style="list-style-type: none"> Response within 24 hours from the date the inquiry is received from the customer Report of inquiries/ complaints provided to the UN Evaluation by Working Group 	Monthly		
33.	Issue resolution requiring corrective action by the travel agent	<ul style="list-style-type: none"> To track non-compliance to service standard and issues requiring corrective action by the Travel Agent 	<ul style="list-style-type: none"> Resolve 95% of customer complaints requiring corrective action by the Travel Agent within 5 Working Days Monthly report by the Travel Agent from Action Item Management System (AIMS) 	Monthly		

34.	Issue resolution (urgent case)	<ul style="list-style-type: none"> To track non-compliance to service standard and issues requiring corrective action by the Travel Agent 	<ul style="list-style-type: none"> Resolve 95% of customer complaints requiring corrective action by the Travel Agent within 3 Working Days Monthly report by the Travel Agent 	Monthly		
35.	Issue resolution requiring corrective action by a third party	<ul style="list-style-type: none"> To track non-compliance to service standard and issues requiring corrective action by a third party (i.e. hotel, car/bus rental company) 	<ul style="list-style-type: none"> Resolve 95% of customer complaints requiring corrective action by the Travel Agent within 10 Working Days Monthly report by the Travel Agent 	Monthly		
36.	Voids	<ul style="list-style-type: none"> Ticket voidance is accepted within one day 	<ul style="list-style-type: none"> Monthly report by the Travel Agent 			
MANAGEMENT INFORMATION						
37.	Reports	<ul style="list-style-type: none"> Prepare monthly reports in both paper and electronic copies (including reports as per Contract/TOR. (Portfolio/email/travel (PET) @Work Enhanced Reports) of the Proposal 	<ul style="list-style-type: none"> The Travel Agent shall submit a copy of monthly reports in both paper and electronic copies to UNDP by the 22nd of the following month Any delays must be documented prior to the 22nd Reports Log 	Monthly		Subject to the travel agent providing training on web-based reports
38.	Airline agreement reports	<ul style="list-style-type: none"> Prepare bi-monthly local and international airline agreement reports indicating volume by UN Agency by airline agreement 	<ul style="list-style-type: none"> Reports Log 	Bi-monthly		

CUSTOMER PROFILE						
39.	Organizational profile	<ul style="list-style-type: none"> Implement UN travel Policy 	<ul style="list-style-type: none"> Reports 	Yearly		
SAFETY						
40.	Health and safety of staff	<ul style="list-style-type: none"> first-aid kit The Travel Agent shall provide an information service to notify the travellers of airport closings, cancelled or delayed flights, trains, buses or sea voyages and strike situations as well as of local political or safety conditions which may affect travel to any particular destination The Travel Agent shall provide travellers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for travel to certain countries or area 	<ul style="list-style-type: none"> first aid kit should consist of waterproof plasters, medicated oil, iodine solution, gauze, paracetamol, calamine lotion, burnol ointment 	Monthly (subject to random inspections)		
CLIENT DOCUMENTATION						
41.	Itinerary (Document)	<ul style="list-style-type: none"> Full chronological itinerary, with all reservation details: status of reservation, arrival and departure times, transfers and carriers used, quoted fares in IDR or US dollar 100% of all itineraries should be sent by e-mail 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
42.	Itinerary (Air)	<ul style="list-style-type: none"> Date of travel, flight information (including connection times, 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		

		seat assignment, meals, wait-list information, terminal and check-in time) in English				
43.	Itinerary (Hotel & Car)	<ul style="list-style-type: none"> Arrival dates, confirmation number, rate secured, guaranteed reservation information, time limit required for cancellation in English Pick-up location, rate booked, class of vehicle, confirmation number Provide access to the Travel Agent on-line reservation system 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
44.	Itinerary (Remarks)	<ul style="list-style-type: none"> 100% of itineraries include standardized remarks (Travel Agent's and/or relevant clients procedural reminders) 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
45.	Checking of Travel Documents	<ul style="list-style-type: none"> All documents subject to a final check prior to delivery/dispatch Documents will reflect the reservation status as shown on the itinerary 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
DOCUMENT DELIVERY						
46.	Time Frame	<ul style="list-style-type: none"> 100% of all ticketed documents, including confirmation of E-ticket availability, delivered no later than 24 hours prior to departure, unless booking occurs within that period 	<ul style="list-style-type: none"> Monthly report by the Travel Agent 	Monthly		

47.	Last Minute Ticket Requirements	<ul style="list-style-type: none"> • Ticketing and delivery from nearest local branch office 	<ul style="list-style-type: none"> • Monthly report by the Travel Agent 	Monthly		
48.	Delays	<ul style="list-style-type: none"> • Traveller will be promptly informed of any schedule changes, airport closings or strikes 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
49.	Co-operation with other Travel Agencies / Carriers	<ul style="list-style-type: none"> • Collection and handling of incoming documents for travellers 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
FARE RATE OFFERING						
50.	Air-Fare Audit	<ul style="list-style-type: none"> • Ensure travel counsellors are providing the lowest airfare in agreement with the United Nations Travel Policy 	<ul style="list-style-type: none"> • 100% accuracy of international and domestic fares within the United Nations Travel Policy • Monthly report by the Travel Agent on use of lowest fare as specified in the RFP and eventually in the direct Agreements with airlines 	As and when required		
51.	Air Fares	<ul style="list-style-type: none"> • 100% of booking – most direct and economical route in compliancy with UN rules and regulations • Provide quotation of two or three fares for comparison • Verification by a senior travel counsellor (airfare specialist); supported by creative ticketing techniques and Travel Agent's air service department 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
52.	Cost Estimates	<ul style="list-style-type: none"> • Providing cost estimates for budgeting purposes 	<ul style="list-style-type: none"> • General Survey 	Monthly		

		and for negotiated fares for conferences within three working days <ul style="list-style-type: none"> • Providing airfares and conditions at local market fares from top countries / destinations to Jakarta (price catalogue every 6 months) 	<ul style="list-style-type: none"> • Monthly report by the Travel Agent 			
53.	Re-Routings or Re-Issuance or Cancellations	<ul style="list-style-type: none"> • Calculation of differences in fare (add-on or refund) according to IATA regulations and make all necessary re-booking including endorsement to other carriers if required 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
54.	Hotel Rate (additional service)	<ul style="list-style-type: none"> • 100% of bookings (internationally - lowest available rate (clients or Travel Agent-negotiated), in compliance with travel policy 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
55.	Car/Bus Rental	<ul style="list-style-type: none"> • lowest available rate 	<ul style="list-style-type: none"> • 100% of bookings - lowest available rate 			
56.	Pricing schedule	<ul style="list-style-type: none"> • Schedule of estimated standard cost by destinations / zones will be made available in an electronic format to be easily uploaded to UN/OMT's intranet 	<ul style="list-style-type: none"> • Access to information via client extranet 	Monthly		
MISCELLANEOUS						
57.	Lost, Stolen or Mislaid Tickets	<ul style="list-style-type: none"> • Act as liaison agency between the airline and the traveller to resolve issues of lost or stolen tickets • Replacement of documents in agreement with Clients 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		

		<ul style="list-style-type: none"> Assistance to the traveller in filling out appropriate airline forms and filing them with the airline 				
58.	Documents / Travel Agent Locations Network	<ul style="list-style-type: none"> A complete, updated listing of Travel Agent agencies, partners / representatives to be provided in an electronic format in order for clients to upload it on their intranets 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
59.	Destination Information	<ul style="list-style-type: none"> Advice and recommendations on country of destination, climate conditions, national and religious holidays, passport and visa requirements, Travel Agent locations in country of destination, time zones 	<ul style="list-style-type: none"> General Survey 	As required		The Travel Agent must notify immediately updates/ changes to country, visa and travel agent information
60.	UN Pouch delivery	<ul style="list-style-type: none"> Provide shipment of incoming and outgoing pouch twice a week. 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
61.	Government administrative formalities on <i>Dinas</i> visa	<ul style="list-style-type: none"> Provide assistance in obtaining of <i>Dinas</i> visa 	<ul style="list-style-type: none"> Maximum 15 working days except for Aceh and Papua which is more than 15 working days 	Monthly		
62.	Foreign visa	<ul style="list-style-type: none"> Provide assistance in obtaining of foreign visa 	<ul style="list-style-type: none"> Maximum 15 working days and for Schengen visa is 15 working days. 	Monthly		
63.	Duty free facility (PP-19) for project goods,	<ul style="list-style-type: none"> Provide assistance in obtaining PP-19 for project goods 	<ul style="list-style-type: none"> Maximum 10 working days for project goods and personal effects 	Monthly		

	office/staff duty free vehicle and personal effects.		and 15 working days for vehicles.			
64.	Car license	<ul style="list-style-type: none"> • Provide assistance in obtaining the license 	<ul style="list-style-type: none"> • Maximum 10 working days 	Monthly		
65.	Billing	<ul style="list-style-type: none"> • Zero-Error or no discrepancy between invoices and attachments 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
66.	Provide cash distribution / cash advance to multiple workshop participants as requested by UNDP and its Associated Agencies Travel Unit Staff	<ul style="list-style-type: none"> • Within maximum five (5) working days 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
67.	Complaint and Disputes	<ul style="list-style-type: none"> • Written acknowledgement provided within 24 hours. • Within ten (10) days disputes and misunderstanding are resolved. 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		

Annex 2

UN Agencies Travel Production Report

DOMESTIC, From May 2015 To December 2017

NO	TOP TEN CITY PAIRS	NUMBER OF TICKETS
1	CGK-DPS	1,875
2	CGK-JOG	1,792
3	CGK-SUB	1,225
4	CGK-UPG	756
5	CGK-KNO	609
6	CGK-PDG	391
7	CGK-PKU	353
8	CGK-BTH	352
9	CGK-KOE	346
10	CGK-DJJ	332
TOTAL		8,031

INTERNATIONAL, From May 2015 To December 2017

NO	CITY PAIRS	NUMBER OF TICKETS
1	CGK-BKK	706
2	CGK-DEL	354
3	CGK-SIN	113

4	CGK-MNL	77
5	CGK-JED	76
6	CGK-KUL	65
7	CGK-ICN	53
8	CGK-AMS	46
9	CGK-JFK	45
10	CGK-HND	35
TOTAL		1,570

TOP 10 DOMESTIC, From May 2015 To December 2017

NO	AIRLINES NAME	AIRLINES CODE	NUMBER OF TICKETS
1	Garuda Indonesia	GA	20,343
2	Lion Air	JT	1,275
3	Batik Air	ID	1,217
4	Sriwijaya Air	SJ	906
5	Citilink	QG	869
6	Wings Air	IW	253
7	Susi Air	SI	109
8	Air Asia	AK	69
9	Trigana	IL	33
10	Transnusa	M8	32
Total			20,397

TOP 10 INTERNATIONAL, From May 2015 To December 2017

NO	AIRLINES NAME	AIRLINES CODE	NUMBER OF TICKETS
1	Garuda Indonesia	GA	1,581
2	Thai Airways	TG	728
3	Singapore Airlines	SQ	724
4	Malaysia Airlines	MH	412
5	Emirates	EK	379
6	Qatar Airways	QR	275

7	KLM ROYAL DUTCH AIRLINES	KL	191
8	Philippine Airlines	PH	153
9	Qantas Airways	QF	90
10	Cathay Pacific	CX	87
Total			5,652

CASH DISTRIBUTION from May 2015 To December 2018

Period	Amount (IDR)	Amount (USD)
Year 2015 (May – December)	13,829,539,280	61,264.07
Year 2016 (January – December)	28,067,119,058	39,689.40
Year 2017 (January – December)	22,780,037,833	
Total	64,676,696,171	100,953.47

RECOMMENDED PRESENTATION OF PROPOSALS

ENVELOPE 1 - TECHNICAL PROPOSAL (must be placed in a separate envelope or uploaded separately, failure which the proposal will be disqualified)

For purposes of generating proposals whose contents are uniformly presented and facilitate their comparative review, it is recommended that Proposers make use of the Technical Proposal Format presented under **Section 6**. The descriptions and information provided under each sub-section therein should prove the Proposer's ability to meet and/or exceed the requirements of the Terms of Reference and should facilitate ease of analysis/evaluation process in accordance with technical evaluation criteria presented under TOR of the present Request for Proposal. Any additional documents provided as part of the Technical Proposal should be referenced in a chronological order and labelled accordingly. A Proposal determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Proposer by correction of the non-conformity. UNDP/UN Indonesia recognizes the importance of confidentiality of the data provided by Proposers and the proposal information.

ENVELOPE 2 - FINANCIAL PROPOSAL (must be placed in a separate envelope or uploaded separately on line with a separate password, failure which the proposal will be disqualified)

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, failure which the proposal will be disqualified.

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

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UN/ UNDP reserves the option to either lease/rent or purchase outright the equipment through the Vendor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Please copy this section of the RFP and provide all requested information. These responses should be sealed in Envelope 2 and clearly marked as Financial Proposal.

1.0 Assumptions. Terms used in the Financial Proposal shall have the following definitions.

1.1 Commission % means the agreed percentage of commission due to the TMS Vendor and the percentage of commission due to the UN Agencies on every ticket sale.

1.2 Net Airline Sales are defined as the total dollar value of airline tickets sold by the TMS Vendor to the UN within the scope of the Contract, excluding the value of tickets subsequently refunded, voided, or exchanged.

1.3 Override Commission. Override Commission means negotiated incentive commissions and maintenance agreements paid to the TMS Vendor for sales on certain airlines with which the TMS Vendor has preferred relationships. The TMS Vendor will provide reasonable documentation of Override Commission earnings and allocation to the UN, subject to the confidentiality provisions of its agreement with the airlines. The UN may negotiate airline discounts that are net of Override Commission, in which case, no Override revenue will be due to the UN for sales on such carriers.

1.4 Revenue means all income directly attributable to the UN Account, which the TMS Vendor will collect and credit to the UN, including, but not limited to:

1.4.1 All standard airline, rail, hotel, car rental and ground transportation commissions.

(a) Hotel commissions due are determined by the amount collected, net of any documented cost of collection.

(b) The TMS Vendor will provide reasonable documentation of commission earnings upon request.

1.4.2 All special commissions negotiated by the UN and claimed by the TMS Vendor on airline tickets.

1.4.3 All GDS revenues in any form directly attributable to UN Account transactions.

1.4.4 The UN requires full disclosure and credit of all revenues received by the TMS Vendor, subject only to confidentiality of the TMS Vendor's supplier agreements.

1.5 The UN Account means all travel management services provided to all UN Organizations combined.

Criteria for Selecting the Best Offer

Technical Evaluation

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

The selection will be based on the following:

Combined Scoring method – where the qualifications and methodology will be weighted a maximum of 70% and combined with the price offer which will be weighted a maximum of 30% (illustrated below):

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g., 70%) + (FP Rating) x (Weight of FP, e.g., 30%) /

Total Combined and Final Rating of the Proposal

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. Only proposals which reach 700 points (70% x 1000 point) of technical evaluation will be reviewed for price.

Financial Evaluation

Price proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

The price schedule will be scored on the basis of overall costs for the delivery of the services. The lowest price proposal will be awarded maximum 100 points and other prices proposals will be awarded points in accordance with the following formula: Price Proposal score = (Lowest Price / Price under consideration) x 100.

Annexes to the TOR

Annex 1 - Service Level Agreement

Annex 2 - UN Agencies Travel Production Report

Section 4: Proposal Submission Form¹

[insert: *Location, Date*]

To: John Benjamin

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for TRAVEL MANAGEMENT SERVICES in accordance with your Request for Proposal dated 17 January 2018 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 *120 days*.

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.

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

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

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form²

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 Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? (Y / N)		

² 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.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ 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)³

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)		
11. 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.		

³ 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.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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. 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. Provide copies of company registration certificate issued by state authorities and letter of good standing from the bidder's bank.

1.2 Years of IATA membership: Provide copies of IATA accreditation certificate and other certificates of professional membership in travel management associations etc.

1.3. Reliability (References, and letters of recommendations): Provide letters of recommendation from clients and business partners.

Provide the following information of minimum 3 (three) ongoing or completed contract for similar services regarding corporate experience within the last five (5) years with one of the contracts at least USD 2,000,000 per year and one of the clients from IGO (Inter Governmental Organization), embassies, multinational corporations in Indonesia which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity and Work Location	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - Travel Agency Capability, Expertise

2.1. Quantity of branch office(s) nationwide: Provide a brief description of the Agency's main office and branches, number of company's employees. List the airlines that the Agency is selling tickets on behalf of, describe the booking systems used by the Agency and provide copies of relevant certificates.

2.2. Capacity: Volume of sales (annual domestic/international tickets turnover): Provide information about average annual ticket turnover of USD 2 Million during the past 5 years (minimum requirement).

2.3. Type and number of reservation booking system used by travel agent: Availability of at least 1 booking system i.e. computer reservation system or global distribution system (minimum requirement).

2.4. Reachability of travel agent: availability of service, mode of support.

SECTION 3: Personnel Competence

3.1. Capability to take immediate decision: Provide an Organigram describing the relationship of key positions and designations

3.2. Qualification & Professional Experience of Branch Manager:

Provide the CVs for of proposed Branch Manager in the format given below. CVs should demonstrate qualifications in travel management services. Provide copies of relevant certificates, accreditations, awards and citations received by the proposed staff members.

3.3. Qualification & Professional Experience of proposed Travel Counsellors: Provide the CVs for proposed travel experts (minimum 3) in the format given below. Provide copies of relevant certificates, accreditations, awards and citations received by the proposed staff members.

UNDP might conduct interviews of the selected service provider's proposed key personnel, before initiating the contract.

Summary Table

SL	Position	Name of staff proposed
1	Branch Manager/Team Leader	
2	Travel Counsellor 1	
3	Travel Counsellor 2	
4	Travel Counsellor 3	
5	Travel Counsellor 4	
6	Travel Counsellor 5	

CV Format

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

Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>
Declaration: <p>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.</p>	
<div style="display: flex; justify-content: space-between;"> <div> <hr style="width: 40%;"/> Signature of the Nominated Travel counsellor </div> <div> <hr style="width: 40%;"/> Date Signed </div> </div>	

SECTION 4: Methodology / Work Approach and Value Additions

4.1 Process for Billing / MIS and Contract Management:

- Please provide Turn Around time for billing including Credit Note
- Provide suggested format and brief description of mechanism along with frequency of MIS reports
- Provide methodology for regular contract monitoring and management

4.2 Work Approach, Quality Assurance of Travel and Visa Services:

- Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference, keeping in mind the appropriateness to local conditions and environment.
- The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms. The existing corporate standards and/or internal quality control procedures should be described.
- Please describe the potential risks for the provision of travel management services 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.

4.3 Value Additions / Innovation on services provided

List proven extensive networks with the hotels around country. The bidders should provide at least 3 evidence of cooperation (special rates or any agreement involved) with hotels around country.

List any suggestions or innovations that could provide value additions in the delivery of services required in the ToRs. The bidders can use industry innovations or past experience for such suggestions / recommendations after the interpretation of the ToRs and UNDP Travel Policy.

Note: such value addition must relate to process improvements and the cost of these (if any) should be included in the overall financial proposal.

Section 7: Financial Proposal Form

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.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Vendor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Ticketing Based Charges and Other Service and Transaction Fees	Weightage for each service (A)	Fixed Fee per transaction (IDR) (B)	Total (A)x(B) (IDR) (C)
a) TICKET ISSUANCE FEES (Including Cancellation and/or Re-issuance in the same Airline)			
• International Air Ticket	15		
• Domestic Air Ticket	45		
b) NON-TICKET BASED FEES AND OTHER SERVICE CHARGES:			
Travel Document Service:	3		
• <u>Government administrative formalities on Indonesian Dinas visa: Assisting*</u> to obtain visa within 15 working days.			
• <u>Foreign visas for travelling outside of Indonesia: Assisting*</u> to obtaining a visa within 5-15 working days and for Schengen visa within 15 working days.			
Meet and Greet:	1		

<ul style="list-style-type: none"> • Jakarta 			
<ul style="list-style-type: none"> • Other cities within Indonesia 			
UN Pouch (Diplomatic Valise):	2		
<ul style="list-style-type: none"> • Arranging the delivery of UN Pouch (e.g. serve as a courier, process custom clearance, and arrange shipment). 			
Rental of car and bus for particular events (INCLUDED DRIVER):	3		
<ul style="list-style-type: none"> • 4 doors car (specification refers to Toyota Innova minimum 2 years old or similar type) 			
<ul style="list-style-type: none"> • Minivan 			
<ul style="list-style-type: none"> • 15 seats bus 			
<ul style="list-style-type: none"> • 40 seats bus 			
Duty free facilities:	1		
<ul style="list-style-type: none"> • <u>Duty free card for purchasing of goods from Duty free shop and government ID card: Assisting*</u> in obtaining duty free card within 20 working days. 			
<ul style="list-style-type: none"> • <u>Duty free facility (PP-19) for project goods, office/staff duty free vehicle and personal effects. Assisting*</u> in obtaining PP-19 for project goods within 5 working days. The duty free facility for vehicle through Customs Office should be within 10 working days. 			
<ul style="list-style-type: none"> • <u>Car ownership certificate (STNK): Assisting*</u> in obtaining the certificate should be within 7 working days. 			
Hotel Arrangements and Cash Distributions:	30	Fixed handling Fee of the total actual payment (%)	
<ul style="list-style-type: none"> • Arranging a hotel room 			
<ul style="list-style-type: none"> • Arranging a workshop 			
<ul style="list-style-type: none"> • Cash advance/ cash distribution of per diem of multiple workshop participants 			
Total (IDR)			

- **Note*:** UNDP prepares letters and documents, liaises with government offices and follows up while the Travel Agent serves as messenger to deliver those letters, follows up on its level and collects letters issued by the government offices.
- The Management fee shall cover all profits, overheads, and all associated costs for the ticket. As the Travel Agent will be passing any and all discounts given to them by the airline carriers to the UN Agency concerned.
- The Travel Agent shall handle all UN billing from its offices in Indonesia and all invoices shall be submitted and settled on monthly basis separately with each UN Agency in Indonesia.

Section 8: Contract for Long Term Agreement

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

LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter "UNDP") and _____ (hereinafter called "Contractor") with its headquarters at _____.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the "Parties") hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto ("Services/Terms of Reference"), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.

Article 2: CHANGES IN CONDITION

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6.The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

7.This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

8.This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

Date: _____

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.