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Resilient nations.*

**REQUEST FOR PROPOSALS
FOR TRAVEL MANAGEMENT SERVICES
ON LONG TERM AGREEMENT (LTA)**

For the UNDP and UN Agencies in Timor-Leste

Ref: No. RFP/010/TLS/2018



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**United Nations Development Programme
November 2018**

Section 1. Letter of Invitation

Dili, November 20, 2018

Subject: Request for Proposal for Provision of Travel Management Services for UNDP and UN Agencies in Timor-Leste on Long Term Agreement – LTA

Dear Sir/Madam.:

The United Nations Development Programme (UNDP) on behalf of the UN Organizations in Timor-Leste 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 Professional Services, including General Terms and Conditions

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

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

Courier mail:
UNDP Timor-Leste
Procurement Unit, Building 11
UN Agency House, Caicoli Street,
P.O Box 008 Dili
Attention: Bakhit Allambergenov (Mr)
Procurement Specialist, UNDP

Or by e-mail: procurement.staff.tp@undp.org

The letter should be received by UNDP no later than **17:00 on November 30, 2018 (Timor-Leste time)**. 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,

Diana Lina Bernardo
UNDP Operations Manager

Section 2: Instruction to Proposers¹

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.

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

- 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/transparencdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.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);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

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

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

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

14. Proposal Submission Form

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

15. Technical Proposal Format and Content

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

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

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

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

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

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

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

16. Financial Proposals

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

17. Currencies

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

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

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

1. they have at least one controlling partner, director or shareholder in common; or
2. any one of them receive or have received any direct or indirect subsidy from the other/s; or
3. they have the same legal representative for purposes of this RFP; or
4. 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;
5. they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
6. an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

- a) That, in the case of a 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 labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP (Annex-I).

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):

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

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

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

30. Clarification of Proposals

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

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

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

31. Responsiveness of Proposal

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

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

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

32. Nonconformities, Repairable 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. 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. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Travel Management Services for the UNDP and UN Agencies in Timor-Leste.
2		Title of Services/Work:	Provision of Travel Management Services for the UNDP and UN Agencies in Timor-Leste on Long Term Agreement - LTA (Ref: No. RFP/010/TSL/2018).
3		Country / Region of Work Location:	Timor-Leste and all other destinations subject to the needs of UNDP and participating UN Agencies.
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 pre-proposal conference will be held on:	Time: 15:00 (local time GMT + 9) Date: November 30, 2018 Venue: UN Agency House, Finn's Conference Room The UNDP focal point for the arrangement is: Bakhit Allambergenov (Mr) Address: UN Agency House, Caicoli Street, Dili Telephone: +670 7866 8615 E-mail: procurement.staff.tp@undp.org

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

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 ³	✓ 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	✓ Will be imposed under the following conditions: Percentage of contract value per day of delay: 5% Max. no. of days of delay: 1 calendar month, after which UNDP may terminate the contract.
14	F.37	Performance Security	✓ Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	✓ United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	✓ Within 10 days before closing date of submission. Latest by December 1, 2018
17	B.10.1	Contact Details for submitting clarifications/questions ⁴	Focal Person in UNDP: Bakhit Allambergenov (Mr) Address: UNDP Procurement Unit, UN Agency House, Caicoli Street, P.O Box 008 Dili. E-mail address dedicated for this purpose: procurement.staff.tp@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to all prospective Proposers by email and Posting on the UNDP website at http://www.tl.undp.org/content/timor_leste/en/home/operations/procurement/ without identifying the source of query.

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

⁴This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1 Copies : 1
20	D.23.1 D.23.2 D.24	Proposal Submission Address	UNDP Registry, UN Agency House, Caicoli Street P.O Box 008 Dili Timor-Leste
21	C.21 D.24	Deadline of Submission	Date: December 11, 2018 Time: 12:00PM – Dili, Timor-Leste time (GMT + 9)
22	D.23.2	Allowable Manner of Submitting Proposals	<ul style="list-style-type: none"> ✓ Courier/Hand Delivery ✓ Electronic submission of Proposal to bids.tp@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: bids.tp@undp.org ✓ Free from virus and corrupted files Format: PDF files only, password protected. Technical and Financial Proposals are required to have separate passwords. ✓ Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in DS no. 24 ✓ Max. File Size per transmission: 4 MB ✓ Max. no. of transmission: 2 ✓ No. of copies to be transmitted : 1 ✓ Mandatory subject of e-mail: RFP/010/TLS/2018 - Request for Proposal for the Provision of Travel Management Services on LTA for UNDP and UN Agencies in Timor-Leste. ✓ Time Zone to be recognized: Timor-Leste time (GMT + 9) <input type="checkbox"/> Other conditions: N/A
24	D.23.1	Date, time and venue for opening of Proposals	Opening will be done 3 hours following the closing date of submission. Date and Time: December 11, 2018 at 15:00 (local time) GMT + 9. Venue: Finn's Conference Room, UNDP, UN Agency House, Caicoli Street, Dili – Timor-Leste.
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, respectively, where minimum passing score of technical is 70 points. <p><i>Please refer to SECTION 3. Clause 5 for details</i></p>

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 not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ✓ Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation ✓ List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation ✓ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ✓ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ✓ Trade name registration papers, if applicable Local Government permit to locate and operate in the current location of office or factory, if applicable ✓ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ✓ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ✓ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years ✓ CVs of managerial personnel and travel staff highlighting experiences in servicing international organizations of similar size and nature as UNDP/UN, including relevant certificates, accreditations, awards and citations received ✓ Statement of Satisfactory Performance from the Top 3 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 bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded ✓ Other relevant documents, as requested in the Terms of Reference (Section 3)
27		Other documents that must be Submitted to Establish Eligibility	<ul style="list-style-type: none"> ✓ Copy of IATA Accreditation Certificate ✓ Other memberships as applicable and relevant ✓ List of clients

			<ul style="list-style-type: none"> ✓ CVs of personnel assigned ✓ List of branch/affiliates/sub agents as available ✓ List of agreements with airlines/voyages ✓ Implementation of Computerized Reporting System (CRS) and Global Distribution System (GDS) <p>For details please refer to Section 3 - Terms of Reference</p>
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	Please refer to Section 6: Technical Proposal Form
29	C.15.2	Latest Expected date for commencement of Contract	January 01, 2019 (tentative)
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Long Term Agreement for an initial period of one year starting on January 01, 2019 and renewable for a maximum period of up to 3 years based on satisfactory performance.
31		UNDP will award the contract to:	✓ One Proposer only.
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<ul style="list-style-type: none"> ✓ Contract will be awarded to most technically qualified Proposer which obtained the highest combined score after both Technical and Financial Evaluation. Technical Proposal will be weighted a maximum 700 points and financial proposal maximum 300 points (total 1000 points). <u>Note: Only proposals that score minimum technical points of 490 or 70% will be considered for financial evaluation.</u>
33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> ✓ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ✓ 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 Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;

			<ul style="list-style-type: none"> ✓ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; ✓ Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; <input type="checkbox"/> Others: NA
34		Conditions for Determining Contract Effectivity	✓ Signature by both parties.
35		Other Information Related to the RFP ⁵	NA

⁵Where the information is available in the web, a URL for the information may simply be provided.

Section 3: Terms of Reference (TOR)⁶

TRAVEL MANAGEMENT SERVICES – TERMS OF REFERENCE

1. BACKGROUND

1.1 UNDP, on behalf of the participating UN Agencies (UNDP, UNFPA, UN WOMEN, UNICEF, UNDSS, UNESCO, WHO, ILO, RCO and UNV) wishes to enter into a Long Term Agreement (LTA) with the most competent Travel Agency or Travel Agencies to provide travel services.

1.2 Travel, as referred to in the TOR, travel shall apply to all journeys of UNDP and/or UN Agencies staff from one place to another for official business purposes. These official purposes include, but are not be limited to the following:

- Official missions, meetings and various events;
- Interviews of applications / Candidates for employment;
- Appointment and repatriation of staff and family members;
- Home leaves, emergency travels and educational leaves;
- Visit to project sites, by either UNDP staff, Government and counterparts, or other entities involved in execution of various UNDP-funded undertakings; and
- Other official trips as applicable.

1.3 Estimated volume and value of contract:

The below report represents UNDP and other UN Agencies annual value and volume of travel services for three years during 2012-2014, of which all are expenses incurred for international air travel and this report shall serve as indication of expected future business level. However, UNDP does not warrant that the selected Travel Agency will provide a guaranteed level of minimum or maximum services hereunder of travel services expected to be provided.

UNDP Timor-Leste and UN Agencies Travel Production Report

Period: January 2016 to 31 October 2018

A. UN Agencies Travel Production Report for 2016-2018						
Description	2016		2017		2018	
	No. of tickets	Value, USD	No. of tickets	Value, USD	No. of tickets	Value, USD
UNDP DILI	428	240,382.00	348	163,879.00	108	99,779.00
UNFPA	145	83,035.00	107	49,523.00	67	68,468.00
UN WOMEN	153	59,744.30	43	20,818.00	46	21,882.00
UNICEF	-	-	6	6,493.00	3	2,432.00
UNDSS						

⁶This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

UNESCO						
WHO						
ILO						
RCO						
UNV						
Total	726	383,161.30	504	240,713.00	224	192,561.00

B. Total Number of Ticket Issued per Airline and total amount paid to Each Airline		
Airline Name	Number of Tickets Issued	Paid Amount USD
MI - SILKAIR	333	341,474.30
SQ - SINGAPORE AIRLINES	100	47,060.00
TG - THAI AIRWAYS INTERNATIONAL	231	57,451.00
QR - QATAR AIRWAYS	57	41,877.00
TY - AIR CALEDONIE	1	2,375.00
LH - LUFTHANSA CARGO	1	2,075.00
QF - QANTAS	11	9,423.00
KL - KLM	35	29,933.00
TK - THY - TURKISH AIRLINES	5	6,135.00
SJY - SRIWIJAYA	152	45,382.00
EY - ETIHAD AIRWAYS	1	852.00
3K - JETSTAR ASIA AIRWAYS	3	1,462.00
MH - MALAYSIA AIRLINES	24	8,465.00
GA - GARUDA	126	74,144.00
EK - EMIRATES	35	55,734.00
QG - CITILINK	76	55,186.00
KE - KOREAN AIR	7	5,535.00
PR - PHILIPPINE AIRLINES	13	6,617.00
HX - HONG KONG AIRLINES	1	525.00
HR - HAHN AIR	4	11,928.00
JQ - JETSTAR AIRWAYS	2	1,879.00
KQ - KENYA AIRWAYS	2	660.00

OD - MALINDO AIRWAYS	1	629.00
PX - AIR NIUGINI	1	2,029.00
AF - AIR FRANCE	2	1,478.00
ET - ETIOPIAN AIRLINES	4	1,437.00
9W - JET AIRWAYS	5	1,844.00
LX - SWISS	1	914.00
UL - SRILANKAN	1	1,207.00
UN – TRANSAERO	1	725.00
Total	1,236	816,435.30

2. OBJECTIVE

2.1 UNDP Timor-Leste on behalf of UN Agencies in Timor-Leste is undertaking a solicitation of bid proposal from Travel Agencies interested to provide air and railway ticketing, airport and railway station transfer, hotel reservation and related services (visa services, travel insurance, on lost luggage, car rental arrangements, etc.) regularly required by UNDP. The successful bidder shall be contracted for this purpose for an initial period of one (1) year and renewable for two more years (overall duration of LTA will not exceed 3 years), upon:

- Satisfactory evaluation of performance, based on a survey of UNDP and UN Agency travelers and travel focal points from UNDP.
- Retention of the same rates as agreed with the UNDP during the first year of contract, except when the rates will be reduced without a reduction in the scope and quality of services.
- Other extenuating circumstances as may be found or deemed appropriate by UNDP based on its principle, policy and rules.

2.2 UNDP and participating Agencies in Timor-Leste provide payment via bank transfer or via check to the selected Travel Agent(s) for the received travel management services based on the issued invoices at the beginning of each next month after the delivered services.

2.3 Compensation for travel management services to the Travel Agent(s) shall be based on management/transaction fees and all discounts from airlines shall be passed to UNDP Timor-Leste. Moreover, selected Travel Agent(s) on behalf of UNDP will negotiate and establish corporate agreements with top 10 used airlines. The Travel Agent(s) will be compensated for such services through management/transaction fees mentioned above.

2.4 The Long Term Agreement (LTA) will be signed with one or more qualified travel agents. The successful proposer will be contracted for an initial period of one year, and renewable thereafter up to three years, subject to satisfactory performance.

3. TRAVEL POLICY

Current air travel policy requires the Travel Agent(s) in all cases to book the lowest available fares/the most direct economy options and to research alternate itineraries (at least three options, if available) in order to provide the lowest appropriate fares, which satisfy the UN/UNDP travel policies and mission

requirements. The UN travel policies embody the following basic principles which, however, are subject to subsequent revision:

- a) Where available, use of the lowest applicable fare (including penalty fares) is the preference;
- b) Full economy fares may be used if no appropriate reduced fares are available;
- c) Business class travel or equivalent would be applicable for travel that take nine (9) hours or more (except for certain conditions and UN consultants and contractors under certain contracts);
- d) Travel regulations prohibit first-class travel except for a few specific categories;
- e) The Travel Agent shall, where appropriate, attempt to obtain free business class and first class upgrades for UNDP travelers. Any upgrades should be used for the cost-savings purposes.
- f) The Travel Agent must be able to respond to emergency requests by the UNDP outside working hours, including weekends and official holidays. The Travel Agent shall provide the name of contact person, phone number, locations, and access to the dedicated staff;
- g) The Travel Agent must be knowledgeable of and prepare to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares which entail restrictive conditions (such as penalties or stay-overs), however, shall only be booked with the express approval of UNDP;
- h) The official travel requirements shall be accorded the highest priority and, therefore, the Travel Agent shall ensure that servicing private travel does not delay, impede or frustrate the Service Providers timely and effective processing of the UNDP official travel;
- i) Much of the official travel must be organized on short notice, thereby placing a premium on efficiency and rapid communication in handling all travel related matters. In carrying out its diverse worldwide operations, the UNDP and UN Agencies need not only to arrange for travel of Timor-Leste based staff, but also for the travel of new staff, participants in meetings, and research fellows from other parts of the world;
- j) The Travel Agent shall make reservations, issue and deliver tickets for all commercial modes of transportation, i.e. air, rail, bus and steamship. Air passenger tickets shall be issued only on the approved ticket stock of the International Air Transportation Association (IATA) or tickets stock of recognized, reputable airlines as approved by the UNDP;
- k) The Travel Agent shall only accept and act on travel authorizations (purchase orders) for official travel issued by the responsible Managers of the UNDP or other delegated authorities, as shall be notified in due course;
- l) The Travel Agent shall be given complete copies of the various UNDP travel policies and procedures for all official travel;
- m) The Travel Agent shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight, train, bus or steamship schedules prior to or during the traveler's official trip. When necessary tickets and billing shall be modified to reflect these changes;
- n) The Travel Agent shall provide an information service to notify the UNDP and the traveler of such events as 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;
- o) The Travel Agent shall provide all travelers with the reservations, ticketing and information services, which the travel industry normally accords to corporate travelers. The Travel Agent shall provide 24 hours a day emergency services, as well as for weekend services where Provider's employees shall always be reachable by phone;
- p) The Travel Agent shall provide all official travelers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the Contractor can propose

these services. The Travel Agent is expected to expand these services, as they become available on additional carriers.

4. THE SCOPE OF SERVICES

The selected Travel Agent shall provide full, prompt, accurate, and expert services to staff of the UNDP and UN Agencies in accordance with the UN and UNDP policies, procedures, and guidelines. The service required under this Terms of Reference shall include, but not limited, to the following:

4.1 General

- a) The Travel Agent shall provide all personnel, equipment, systems, materials, supervision and other items necessary to perform a high quality of travel management services.
- b) The Travel Agent shall provide courteous, responsive and efficient service at all times to fulfil the UNDP and UN Agencies' requirements.
- c) Official travel must be organized in short notice, thereby placing a premium on efficiency and rapid communication in handling all travel related matters.
- d) In providing the service, the Travel Agent shall comply with all aspects of the UN's travel policy as advised by UNDP.
- e) The Travel Agent shall assist UNDP to establish Agreements with airlines that assure discounted air tickets.

4.2 The Travel Management Services

The Travel Management Services shall include, but not limited to the following:

- a) Airline ticketing and airport transfer.
- b) Obtaining visas for official travel in close coordination with UNDP and participating UN Agencies. This role shall consist of completing forms and applications for visa requests, providing visa information to travellers, conducting visa follow ups, keeping appropriate records thereon, using and making arrangements for issuance of visas. Concerned UNDP or UN Agencies shall provide required supporting documents to the Travel Agent whenever required to facilitate visa collection.
- c) Preparation of suitable itineraries (including alternative routing) departures, and arrivals) at the lowest cost for Staff Members and or their dependents (for purposes of official and non-official travels).
- d) International travel services.
- e) 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.
- f) The Travel Agent shall provide an information service on conditions at various foreign destinations, including climatic conditions, type of clothing which is appropriate or essential, national and religious holidays.
- g) The Travel Agent shall provide other travel advice of use of travellers, such as daily foreign currency exchange rates, excess baggage rates, and new tariff procedures, when requested.
- h) Whenever possible, the Travel Agent shall render emergency assistance worldwide to UNDP travellers through its network, for complete range of services including but not limited to airline, hotel, and car rental reservations or travel documents and communications assistance.
- i) The Travel Agent shall provide discounted fares.

4.3 Hotel Reservations

- a) When requested, the Travel Agent shall notify UNDP and or UN Agencies of booking requests, and UNDP or UN Agencies shall assist in confirming such hotel reservations which are Minimum Operating Security Standards (MOSS) compliant. UNDP will provide to Travel Agent the updated MOSS compliant hotels.
- b) The Travel Agent shall negotiate to the maximum extent possible, discount rates, including net rates, for hotel accommodations reservations by UNDP or UN Agencies if no UN rates are established.
- c) The Travel Agent 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 travellers or their authorised representatives. Prior to issuing vouchers, the Travel Agent shall verify with the concerned UNDP or UN Agencies regarding the itinerary data and hotel rates.
- d) Hotel confirmations/vouchers shall be available in accordance with the standards agreed with the Travel Agent, 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.

4.4 Travel Reservations

- a) The Travel Agent shall provide travel reservations and ticketing as requested.
- b) For every duly approved UNDP and UN Agencies Travel Authorization (TA), Travel Agent shall immediately within two (2) hours from time of request make bookings on the three (3) airlines/train/bus/shipping, etc. companies based on the lowest available fares and most direct and convenient routing that are consistent within the entitlement of the applicable travel policy 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 Travel Agent should act on the basis of instruction from authorized UNDP personnel, such person(s) with the authority to instruct a travel without a Travel Authorization shall be determined and informed to the Travel Agent by each UNDP or UN Agencies.
- d) The Travel Agent shall, where applicable, provide all travelers with last seat availability and advance seat assignments.
- e) In the event that required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and present three (3) alternative routings/quotations for consideration;
- f) For wait-listed bookings, the Travel Agent shall provide regular feedback on status of flight every two (2) days;
- g) In the event more airlines are cleared by the UN security system and procedures, the prospective contractor is expected to extend the services to the airlines when and if required.

4.4.1 Ticket Issuance

- a) The Travel Agent shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in printed and electronic format) showing the accurate status on all segments of the journey to the travelers or their authorized representatives up to their office premises. The Travel Agent shall provide to each traveler a complete printed itinerary document, setting forth, but not limited to the following:
 - (a) Carrier(s) and locator number;

- (b) Flight, train, bus and voyage number(s), class of service, special meal requests and seat assignments;
 - (c) Departure and arrival time(s) for each segment of the trip;
 - (d) 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 Contractor at each destination, including the stop overs; and
 - (e) Airport and other taxes as applicable.
- b) The Travel Agent shall verify with UNDP or UN Agencies regarding the itinerary data, class service and fare amounts prior to issue travel documents.
 - c) Tickets and other travel documents shall be available in accordance with the standards agreed with the Travel Agent, but no less than forty eight (48) hours before time of departure, unless the request for ticket comes less 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.
 - d) A ticket to a travel on Official travel shall be released by the Travel Agent upon receiving an approved Travel Authorization. In case of an emergency situation and in case of an approved Travel Authorization could not be submitted, the Travel Agent should act on the basis of instructions from authorized UNDP personnel. Such person(s) with the authority to instruct a travel without a Travel Authorization shall be determined and informed to the Travel Agent by UNDP or UN Agencies.
 - e) The Travel Agent shall maintain computerized profile of all frequent travelers, as designated or defined from time to time by UNDP or UN Agencies, setting forth the traveler's preferences regarding airlines, hotel, seating and meal requirements, passport and such other information as is useful to facilitate such travelers' travel arrangements.

4.4.2 Ticket Delivery

Based upon proper authority from the UNDP in case of official travel, the Travel Agent shall deliver tickets, itineraries, boarding passes (where available) and other travel documents as determined necessary by UNDP or UN Agencies. Except in emergencies, Travel Authorization should reach the Travel Agency within a reasonable time period. Tickets shall routinely be provided at least two (2) days in advance of travel unless required otherwise. The Travel Agent shall deliver tickets to the UNDP or UN Agencies traveler during business hours, except for tickets that need to be delivered in other countries, in which case the Travel Agent shall use other facilities to effect such deliverables. The Travel Agent 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.

4.5 Travel Originating Away from Dili

- a) When requested, the Travel Agent shall arrange travel originating away from Dili. The Travel Agent shall coordinate with the UNDP or UN Agencies' authorized representative on the itineraries.
- b) When the Travel Agent-affiliate offices are used, the Travel Agent shall be held responsible for compliance with all applicable service standards.

4.6 Void and Refunds

- a) The Travel Agent shall void tickets and hotel reservations where possible to avoid charge to the UNDP or UN Agencies.
- b) Where complete refunds are obtained, the Travel Agent shall process the refund within the reporting week received.
- c) The Travel Agent shall process partial refunds requiring fare calculation as expeditiously as possible and within 30 days of receipt.
- d) The Travel Agent shall reimburse the UNDP at the end of each month for any unsettled refund claims that have been outstanding for more than sixty (60) days. If, after the settlement, the Travel Agent presents evidence of valid rejection of any claim for such refund, the UNDP or UN Agencies shall reimburse the Travel Agent for all rejected claims for which the Travel Agent has reimbursed.
- e) The Travel Agent shall provide the UNDP with a report showing all unused non-refundable tickets and hotel vouchers. The Travel Agent shall put information in traveler profile regarding the value of unused non-refundable tickets and hotel vouchers, and shall adopt procedures to assist travelers in the future.
- f) The Travel Agent shall void and/or release tickets and hotel vouchers whenever possible instead of refunding.

4.7 Travel Documents

- a) The Travel Agent shall facilitate the needs for information and timely application for passports, visas, and other travel related documents as requested by UNDP or UN Agencies.
- b) Sufficiently ten (10) days before departure, all travelers shall have complete travel documents required.
- c) The Travel Agent shall pay in advance visa fees and bills for UNDP or UN Agencies accordingly.

4.8 Meet and Greet

- a) The Travel Agent shall arrange airport/train/station/port etc meet and greet assistance within forty eight (48) hours when requested. This service shall include, but not necessarily limited to:
 - Welcome travelers at the airport
 - Clear travelers through Immigration and Customs
 - Provide transport to the hotel from the airport and vice versa.

4.9 Personal Travel

- a) The Travel Agent shall provide the UNDP or UN agencies' staff any information on local and non-local travel, including lodging, resorts and clubs available in the country for private travel, with all related services. The Travel Agent shall provide international vacation travel arrangement through well-known tour operators.
- b) Upon request by a staff member, the Travel Agent may assist the UNDP or UN Agencies' staff and their dependents in arranging personal travel and hotel reservation at the lowest applicable fares and rates.

- c) Collection of amounts due and any refunds for these personal travels are to be arranged directly between the Travel Agent and the UNDP/UN Agency staff. UNDP/UN Agencies will not be liable for any costs of losses claimed by the Travel Agent for any private travel arrangement. UNDP and or UN Agencies does not guarantee the Travel Agent any minimum level of private travel, or exclusivity in handling such private travel.
- d) The Travel Agent shall ensure that arranging personal travel do not interfere with arranging official travel.

4.10 Hours of Operation

- a) The Travel Agent shall provide full services from Monday through Friday between 7.30am and 6.00pm and half day service on Saturday between 8.00am and 1.00pm.
- b) The Travel Agent shall observe only those holidays that are observed by UNDP and or UN Agencies. The UNDP shall notify the Travel Agent of its list of official holidays.
- c) The Travel Agent shall notify the UNDP and UN Agencies of the names and telephone numbers of the Travel Agent's staff who are available during and after business hours, on weekends and holidays to provide or assist with services if and as needed.

4.11 Emergency Support

- a) The Travel Agent shall conduct a Passenger Name Record (PNR) searches and travelers' notification within one (1) hour after emergency case (i.e. hijackings, coups, bombings, and natural disasters) as directed by the UNDP.
- b) The Travel Agent shall render other specialized assistance as required by the UNDP or UN Agencies in emergency situations.
- c) The Travel Agent shall have the capability to operate within twenty four (24) hours from an offsite location in case of an emergency and shall provide the contact numbers of key personnel as mutually agreed.

4.12 Reporting

- a) The Travel Agent shall provide monthly "Travel Advisory Information".
- b) The Travel Agent shall provide the travelers with online and/or offline relevant information on destinations, e.g. airport transfers/ land transportation facilities, local points of interest, currency restrictions/ regulations, health advisories, security advisories, weather conditions, etc.
- c) The Travel Agent shall create and update travelers' profiles for frequent travelers and verify the information with the traveler at the time each new booking is initiated.
- d) The Travel Agent shall provide "Monthly Income and Expenditures Report" of all travel operations to UNDP and/ or UN Agencies. Such report shall be submitted to UNDP or UN

Agencies no later than two (2) weeks following the end of the period to which the statement relates.

- e) The Travel Agent shall provide UNDP with a concise “Management Information Reporting” which shall be submitted to the UNDP or UN Agencies on a quarterly basis. This report, among others, should identify problems, if any, and recommend solutions. Suggestions to enhance travel management services should be included.
- f) The Travel Agent shall provide “Annual Income and Expenditure Report” of all official sales activities with the UNDP and or UN Agencies.
- g) Invoices for each transaction shall be retained during the agreement period with a maximum period of two (2) years. The Travel Agent shall provide the UNDP and UN Agencies access to these documents.
- h) The Travel Agent shall provide, at UNDP and or UN Agencies’ request employee performance and training reviews of employees who are assigned to the UNDP and or UN Agencies’ account.

4.13 Complaint and Disputes

- a) The Travel Agent shall provide a good faith effort to resolve disputes and misunderstandings in favor of the UNDP or UN Agencies’ travelers. Within twenty four (24) hours the Travel Agent shall provide a written acknowledgement.
- b) The Travel Agent 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.
- c) The copies of all complaints received and the Travel Agent written responses shall be provided to the designated travel person of the UNDP or UN Agencies.

4.14 Travel Agent Quality Control

The Travel Agent shall establish and operate to monitor on a regular and continual basis the quality of travel services provided to the UNDP or 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 UNDP and/or UN Agencies. The UNDP or UN Agencies shall be notified of any deficiencies found and corrective actions taken, such actions shall be included in the Travel Agent’ quarterly narrative required under Section 4.12.e above.

4.15 Service Standards

- a) The Travel Agent shall provide polite, responsive and efficient services at all times to fulfill UNDP and/or UN Agencies’ requirements. As a service objective, telephone calls should be

answered promptly. When it is necessary to place call on hold, they should not be kept on hold for more than two (2) minutes and callback, when necessary, should be made within 30 minutes.

- b) Unless otherwise specifically agreed in writing by the UNDP or UN Agencies, the Travel Agent shall not favour any particular carrier when making reservations. The Travel Agent shall maintain excellent relations with all carriers for the benefit of the UNDP and/ or UN Agencies.
- c) The Travel Agent shall undertake to provide contacts between the UNDP and UN Agencies, and, inter alia, airports, airlines, and hotels.
- d) The contract is subject to performance evaluation as specified in details in ANNEX II – PERFORMANCE STANDARDS AND SERVICE LEVEL GUARANTEES.

5. EVALUATION METHODOLOGY AND CRITERIA

Evaluation method to be used in selecting the most responsive Proposal by using Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where minimum passing score of technical is 70 points.

5.1. Technical Evaluation

SL	TECHNICAL CRITERIA	Max obtainable points
1.	QUALIFICATIONS OF THE TRAVEL AGENT (1.1 + 1.2)	350
1.1	<p>Years in Business and Reputation</p> <p>a) The Travel Agent shall have minimum 5 years of operation experience and registered as Travel Agent (with proof of notarial deed or copy of business registration).</p> <p>b) The Travel Agent shall have minimum 4 years of IATA membership (copy of IATA membership) and minimum one recommendation from IATA Air Carrier.</p> <p>c) The Travel Agency shall have minimum one recommendation from International Organizations (embassies, UN Agency, or multinational corporations).</p>	200
1.2	<p>Capability and Expertise</p> <p>a) The Travel Agent shall have nationwide and worldwide service coverage with minimum one office branch/affiliates in the country or worldwide serving major UN destinations.</p> <p>b) The Travel Agent shall have in its current office all the necessary equipment and facilities i.e. availability of minimum 1 booking system such as Computer Reservation System (CRS) or Global</p>	150

	<p>Distribution System (GDS) to handle minimum requirements of the UNDP and UN Agencies.</p> <p>c) The Travel Agent is experienced in managing onsite and offsite services, and that it is equipped with online reservation and ticketing system (domestic and international).</p> <p>d) The Travel Agent shall have membership in global travel management associations and partnership arrangements.</p> <p>e) The Travel Agent shall have minimum annual domestic or international air tickets turnover of USD 500,000 in the past 5 years and is financially stable.</p> <p>f) The Travel Agent shall have Billing and Settlement Plan (BSP), IATA minimum requirement Billing and Settlement Plan.</p> <p>g) The Travel Agent shall have capacity to use all appropriate means to anticipate peak booking periods and adjust staff accordingly.</p> <p>h) The Travel Agent is capable of deploying motorized messenger(s) and/or drivers.</p>	
2.	<p>Qualifications and Experience of the Travel Agent's Personnel</p> <p>a) Branch Manager will have a minimum of eight (8) years travel industry experience. Minimum four (4) years prior experience in managing or supervising a Business Travel Centre.</p> <p>b) Operations/Supervisor will have a minimum of six (6) years corporate travel and supervisory experience.</p> <p>c) Travel Counsellors will have a minimum of three (3) years corporate travel experience.</p> <p>d) The Travel Agent shall have staff fluent in both oral and written English, and bilingual staff in English-Portuguese, English-Bahasa Indonesia, or English-Tetun to assist UNDP/UN Agencies staff and consultants in dealing with third parties.</p>	200
3.	<p>Methodology/Work Approach/Quality Assurance and Value Additions</p> <p>a) The Travel Agent shall have established billing system with suggested format and frequency for billing.</p> <p>b) The Travel Agent shall have established reporting system such as MIS and contract monitoring and management.</p> <p>c) The Travel shall have in place internal quality control, corporate standards and workflow related to travels, ticketing and reservations, travel document services, meet and greet, diplomatic visa, car rental, duty free facilities, hotel arrangements, cash distributions and visa issuance services.</p> <p>d) The Travel Agent shall have the management plan for providing services to UNDP/UN Agencies in various locations.</p> <p>e) The Travel Agent shall have proven extensive network with hotels with minimum 3 evidence of cooperation with special rates or</p>	150

	any agreement involved with hotels within or outside the country of operation.	
	TOTAL OBTAINABLE POINTS (1+2+3)	700

5.2 Financial Evaluation

SL	FINANCIAL CRITERIA	Max obtainable points
1.	Financial Proposal Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 300	300

6. TERMS OF PAYMENT

- a) Statement of account or invoice for all travel requests shall be submitted to the concerned UNDP or 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 UNDP/UN Agencies, the date, the invoice number and the name of the UNDP/UN Agencies traveler.
- b) All charges associated with personal travel, including all fees for passport and visa services shall be billed directly to the travelers and excluded from the invoices presented to the UNDP/UN Agencies.
- c) Payment will be made within thirty (30) days after the receipt and certification of the Travel Agent's invoice, which shall be submitted only after completion of the services to which it relates and only if UNDP/UN Agencies has certified that the services have been satisfactorily performed by the Travel Agent.

7. CONTRACT TYPE AND DURATION

- a) The Contract will be on Long Term Agreement (LTA) and shall not impose a minimum guarantee on volume sales on the part of the UNDP/UN Agencies.
- b) The Travel Agent would be contracted for an initial period of one (1) year, and renewable thereafter up to three (3) years, subject to satisfactory performance of the services provided to the UNDP/UN Agencies.
- c) Notwithstanding the preceding paragraphs, the UNDP/UN Agencies reserves the right to terminate the Contract at any time in accordance with the General Conditions of Contract (Annex I).

Section 4: Proposal Submission Form⁷

[insert: Location]

[insert: Date]

To: *Ermira Basha, UNDP Operations Manager*

Dear Sir/Madam:

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

We hereby declare that:

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

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

We agree to abide by this Proposal for 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.

⁷No 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 Form⁸

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

RFP No.: *[insert number]*

Page _____ of _____ pages

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

⁸The 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.

Joint Venture Partner Information Form (if Registered)⁹

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

RFP No.: *[insert number]*

Page _____ of _____ pages

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

⁹The 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

<p>TECHNICAL PROPOSAL FORMAT</p> <p>INSERT TITLE OF THE SERVICES</p>
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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						
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p>						
<p>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.</p>						
<p>1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p>						
<p>1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.</p>						
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

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

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

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

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

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

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

SECTION 3: PERSONNEL

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

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

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

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>		
Reference no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
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.		
_____ Signature of the Nominated Team Leader/Member		_____ Date Signed

Section 7: Financial Proposal Form¹⁰

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP or in a PDF file separate from technical proposal as indicated in the Instruction to Proposers, failure which renders the proposal to be disqualified.

UNDP reserves the right to verify that the prices proposed are realistic for tickets.

RATED destinations require minimum three proposals itineraries.

Table 1 – Agency Fee on Estimated Annual Sale tickets for 10 Top Airlines

SN	Airline/Carrier	Service fee of Travel Agency (in USD) for economy class (F1)	Weight distribution according to average annual sale (F2)	Service fee of Travel Agency (in USD) business class (F3)	Weight distribution according to average annual sale (F4)	Total service fee (USD) of Travel Agency = F1+F3
1	Silkair		0.260		0.065	
2	Citilink		0.168		0.042	
3	Qatar		0.077		0.019	
4	Thai Airways		0.069		0.017	
5	Singapore Airlines		0.058		0.014	
6	Sriwijaya		0.049		0.012	
7	KLM		0.045		0.011	
8	Garuda		0.027		0.007	
9	Emirates		0.025		0.006	
10	Malaysia Airlines		0.022		0.005	
	TOTAL					

* Service fee should include all fees associated with the ticket cost i.e. bank transfer, exchange rate, and shall be as a percentage of the total ticket cost only. This is necessary for evaluation purposes and failure to comply with this shall lead to disqualification.

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

Table 2 – Agency Fee on document processing and other supports on actual performance basis

Please also indicate the following:

Name of company: _____

Name of representative: _____

Signature: _____ Date: _____



Annex I

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 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.