REQUEST FOR PROPOSALS

Title of Service: Provision of Event Management Services for UNDP CO and its Projects in Cambodia under Long-Term Agreement (LTA)

Name of Country: Cambodia



United Nations Development Programme

Date: 29 January 2015

Click here to enter a date.

REQUEST FOR PROPOSAL (RFP) Process No. 35-26739 To Provide Event Management Services for UNDP CO and UNDP supported projects under Long-Term Agreement (LTA)

Dear Sir / Madam:

We kindly request you to submit your Proposal for Providing Event Management Services for UNDP CO and UNDP supported projects under Long-Term Agreement

Please be guided by the form attached hereto as <u>Annex 2 and 3</u>, in preparing your Proposal.

Proposals, **comprising of technical proposal and financial proposal in separate sealed envelopes**, must be submitted to below address **no later than 24 February 2015 by 11:00 a.m., Local Time**. Late proposal submission will be rejected unopened. Proposal submitted via e-mail will not be accepted and considered.

UNDP Cambodia Registry Office (located in Building No. 3, Ground Floor) No. 53, Pasteur Street, PO Box 877, Phnom Penh, Cambodia Tel: 023 216 167, Fax: 023 216 257 Attn: Procurement Unit, E-mail: procurement.kh@undp.org

All interested bidders are encouraged to attend a pre-bid meeting to be held on <u>11 February 2015 at</u> <u>09:30 a.m</u>. at below address:

UNDP Cambodia (Building No. 5) LAD Conference Room No. 18, Pasteur Street, Boeung Keng Kang I, Phnom Penh, Cambodia

For seating arrangement purpose, interested Offerors are required to confirm participation to this prebid briefing to email address at <u>dalis.heng@undp.org</u> no later <u>than 09 February 2015 by 5:00 p.m., local</u> <u>time</u>.

Your Proposal must be expressed in the English, and valid for a minimum period of 120 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) 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.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <u>http://www.undp.org/procurement/protest.shtml</u>.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: <u>http://www.un.org/depts/ptd/pdf/conduct_english.pdf</u>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Kolap Hul (Ms.) Procurement Manager

Date: 29 Jan 2015

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Description of Requirements

Context of the Requirement	Provide Event Management Services for UNDP CO and UNDP supported projects under Long-Term Agreement
Brief Description of the Required Services	As per Terms of Reference in Annex - 5
Person to Supervise the Work/Performance of the Service Provider	UNDP Focal Points
Location of work	Cambodia
Expected duration of work	1 year under Long-Term Agreement
Target start date	01 April 2015
Latest completion date	31 March 2016
	No facilities to be Provided by UNDP
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	
Implementation Schedule indicating breakdown and timing of activities/sub- activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Submission of Proposal	 Technical Proposal: The Offeror shall prepare one original and two copies of the proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible) along with the technical proposal envelope. Financial Proposal: One original in separate sealed envelope
Currency of Proposal	United States Dollars
Value Added Tax on Price Proposal	must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.

Partial Quotes	Not permitted
Payment Terms	 Payment terms is detailed in the attached Terms of Reference Condition for Payment Release: Within thirty (30) days from the date of event following conditions: UNDP's written acceptance of the quality of the service; and Receipt of invoice from the Contractor.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Focal Points
Type of Contract to be Signed	Long-Term Agreement
Preliminary Examination	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.
Post Qualification Review	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 Terms of Reference, 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 other previous clients on the quality of performance on ongoing or previous contracts completed; d) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer; and e) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
Criteria for the Assessment of Proposal	Stage 1. Mandatory Pass/Fail Criteria
	Stage 2. Technical Proposal Evaluation
	Professional Experience, Reputation, Strength of Event Management Company (350 points) Proposed Methodology and Work Approach (250 points) Qualification and Experience of Assigned Key Staffs (400 points)

	Detailed Criteria for the Assessment of Proposal under Stage1 & 2 are provided below Annex 1.1		
	Stage 3. Financial Proposal		
	\boxtimes Only the Financial Proposal of the Service Providers that passed the minimum technical score of 70% of the obtainable score of 1,000 points in the evaluation of the technical proposals will only be considered and opened for evaluation.		
	Formula for determining total price offer:		
	Weight Distribution: provided in Financial Proposal (Annex-3)		
	$\ensuremath{arsigma}$ Formula for determining the Total price offer		
	• Total price offer = Σ of all weighted prices quoted of all requested services and number of participants		
Criteria for Contract Award	Having received the Highest Combined Score (based on the 70% technical weight and 30% price weight distribution)		
	The total score for each proposal will be calculated independently by the following formula:		
	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 (70%)		
	+ (FP Rating) x Weight of FP (30%)		
	Total Combined and Final Rating of the Proposal		
	Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.		
UNDP will award the contract to:	One Service Provider		

Annexes to this RFP	 Form for Submission of Technical Proposal (Annex 2) Form for Submission of Financial Proposal (Annex 3) General Terms and Conditions / Special Conditions (Annex 4) Detailed Terms of Reference (Annex 5)
Contact Information for Inquiries (Written inquiries only)	UNDP Cambodia Registry Office (located in Building No. 3, Ground Floor) No. 53, Pasteur Street, PO Box 877, Phnom Penh, Cambodia Tel: 023 216 167, Fax: 023 216 257 Attn: Procurement Unit, E-mail: procurement.kh@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Criteria for the Assessment of Technical Proposal under Stage 1 & 2

Stage 1: Mandatory Pass/Fail Criteria

Proposers must meet all the following mandatory Pass/Fail criteria to qualify for Stage 2 of the evaluation:

	Mandatory Pass/Fail Criteria	Compliance (Yes/No)	Comments
Legal	ly registered firm in Cambodia and has been		
in the	business of at least 3 years.		
An es	tablished structure of the company, with a		
minin	num of 5 employees (CEO, event		
mana	ger(s), accountant, etc.) and assign the		
	num key staffs with below minimum		
qualif	fication:		
• [Director/CEO (1 Post):		
i <u>i</u>			
•.	management/linguistic/social		
	sciences/economics or similar fields		
	(certificate is to be submitted)		
i	i) At least 5 years of experiences in		
	managerial		
i	ii) At least 3 years of experiences in		
	event management, hospitality,		
	and/or related field		
i	v) Proficiency in written and spoken		
	English		
• <u>E</u>	event Manager (1 Post):		
ij) At least Bachelor's Degree in		
٩,	business		
	administration/linguistic/social		
	sciences/economics or similar fields		
	(certificate is to be submitted)		
i	i) At least 3 years of experiences in		
	event management, hospitality,		
	and/or related fields		
i	ii) Proficiency in written and spoken		
	English		
	st 3 year experiences and strong track		
	d in organizing and managing events in the		
count			
	en experience in organizing events for		
	national organizations (at least 3		
	national organizations for the last 3 years)		
	ience in holding at least 3 large scale events		
	e last 3 years (with 100 participants and		
more)		

Stage 2: Technical Proposal Evaluation

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 as following:

DETAILED BREAKDOWN OF OBTAINABLE POINTS FOR TECHNICAL PROPOSAL

TECHNICAL EVALUATION OF PROPOSALS FOR EVENT MANAGEMENT SERVICES A. TECHNICAL PROPOSAL		Max.	Company / Other Entity				
		obtainabl e points	Α	В	C	D	E
				<u> </u>	¥		
1	Destancianal Function on Description Strength	250		1		T T	
I	Professional Experience, Reputation, Strength of Event Management Company	350					
2.	Proposed Methodology and Work Approach	250					
3.	Qualification and Experience of Assigned Key Staffs	400					
	Totally maximum points for technical evaluation (parts 1+2+3)	1,000					

	Points obtainable
Part 1. Professional Experience, Reputation, Strength of Event Management Company	
 1.1. Years of experience in organizing and managing events in the country Minimum 3 years: 35 points More than 3 years, 3 points per each additional year, but no more than 15 points 	50
 1.2. Proven experience in organizing events for international organizations Rendering services to at least 3 international organizations in the last 3 years: 35 points More than 3 international organizations in the last 3 years, 3 points per each additional event, but no more than 15 points 	50
 1.3. Experience in holding at least 3 large scale events for the last 3 years (with 100 participants and more). Held at least 3 large scale events in the last 3 years: 35 points More than 3 events (3 points per every extra event but not more than 15 points) 	50
 1.4. Availability of regular clients (contracts are concluded with the same customer 2 and more times) including: At least 3 regular clients: 35 points More than 3 regular clients – 3 points per every extra client, but not more than 15 points 	50

1.5. Reliability (references or letters of recommendations with positive feedbacks from the clients), including:	50
 Minimum 2 recommendations from major companies and organizations: 40 	
points	
Recommendation from International Organization/embassies/ multinational	
corporations (at least 1): 10 points	
1.6. Networks or branches/offices (at provincial level) for organization of event and	50
hotel accommodation, especially in Phnom Penh, Siem Reap, Silhanouk Ville, and	
Battambang	
1.7. Financial stable (quick ratio not less than 1)	50
Part 2. Proposed Methodology and Work Approach (based on the sample case	
study), including (2.1+2.2+2.3):	
2.1 Proposed methodology for regular Subcontracting processes requested by	50
UNDP for a specific requirement of i) event package, ii) accommodation and iii) any	
other services as may requested including proposed time frame for completion of	
each request	F0
2.2. Strategy on working with Hotels and how the UNDP will benefit from partnering with your company	50
2.3 Describe in detail your ability to secure the lowest available rates and/or	50
negotiated rate of each requested items	30
2.4 Mechanism in responsive to the urgent request under the scope of work	50
requested and in full compliance with UNDP Procurement Rules and Regulation	50
2.5 Describe the ability to meet the required reporting, service standard, and quality	50
control for the services required.	
Part 3. Qualification and Experience of Assigned Key Staffs (CED/Director and	
Event Manager)	
3.3 Interview (evaluation of professional skills will be conducted based on the	
interview)	
 English language knowledge 	100
 Professional skills and experience in the related fields 	100
- Client orientation	200

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL¹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

[insert: Location]. [insert: Date]

To: [insert: Name and Address of UNDP focal point]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the **RFP Process No. 35-26739**, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions.

A. **Qualifications of the Service Provider**

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- 1) Copy of Registration Certificate, valid Patent, and others to legally operate in Cambodia (please provide the copies of all certificates of registration, if the company was re-registered)
- 2) Profile of the company describing main areas of the company's expertise and experience, history of the company development, types of services being provided, main achievements, and its branches if available.
- 3) Copy of company structure providing the positions and roles of each staff following below **Table 4**. The structure shall have at least one CEO/Director and one Event Manager
- 4) The information about rendering services in events management according to the template provided in the below **Table 1 & 2**
- 5) List of regular major corporate clients (with whom contracts were concluded 2 and more times): provided in the below **Table 3**
- 6) At least two letters of Recommendations from major companies and/or international customers
- 7) Audited Balance Sheets and Profit and Loss Statements for 2012, 2013.

¹ This serves as a guide to the Service Provider in preparing the Proposal.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

B. **Proposed Methodology for the Completion of Services**

The service provider shall propose a tailored methodology to successfully carry out the assignment. The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

- i) Proposed methodology for regular Subcontracting processes requested by UNDP for a specific requirement of i) event package, ii) accommodation and iii) any other services as may requested including proposed time frame for completion of each request
- *ii)* Strategy on working with hotels and how the UNDP will benefit from partnering with your company
- *iii)* Describe in detail your ability to secure the lowest available rates and/or negotiated rate of each requested items
- *iv)* Mechanism in responsive to the urgent request under the scope of work requested and in full compliance with UNDP Procurement Rules and Regulation
- v) Describe the ability to meet the required reporting, service standard, and quality control for the services required.

a) Qualifications of Key Personnel

 Copy of CVs of one CEO/Director and one Event Manager detailing education background, related experience, English language, roles and responsibilities responding to the required personnel in the Terms of Reference. Copies of education and other certificates shall be attached with CVs

UNDP recognizes the importance of confidentiality of the data provided and the proposal information

<u>Table 1</u>. Events for international Organizations for the last 3 years (copies of contract shall be attached if available)

Name of Client , Country	Date and Amount of Contract in USD	Brief description of an event (title, place, participants number)	Contact person (name, title, phone number)*

<u>Table 2</u>. Large scale events with 100 participants and more for the last 3 years (copies of contract shall be attached if available)

Name of Client , Country	Date and Amount of Contract in USD	Brief description of an event (title, place, participants number)	Contact person (name, title, phone number)*

Table 3. Regular major corporate clients (contracts were concluded 2 and more times)

Name of Client , Country	Contact person (name, title, phone number)*	Dates of Contracts	Amounts of Contracts in USD

*UNDP reserves the right to contact companies included in the list for performance references

<u>Table 4</u>. Company's employees (including temporary involved personnel)

Name**	Title	Years of relevant experience	Detailed description of duties

**UNDP dedicated Events Managers (main and alternate) should be indicated

<u>Table 5</u>. Calculation of the Average Current Ration \geq 1.0 for the last 2 years

USD	2012	2013
	Year -2 (Y2)	Year-1(Y1)
1.Total Current Assets		
2.Total Current Liabilities		
3.Current Ratio (1 / 2)		
Average = Current Ratio		
[(Y2+Y1)/2) =		

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴) The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP.

[insert: Location]. [insert: Date]

To: [insert: Name and Address of UNDP focal point]

The format shown on the following pages should be used in preparing the price schedule. The format includes detailed breakdown of services, which will form the basis for long-term agreement.

All fees /rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 18 of the UNDP General Conditions for Contract.

The format shown on the following below shall be used as a guide in preparing the Financial Proposal. Bidders shall insert "Fixed Service Fee per Transaction (B, D, and F)".

Total Price Evaluation of the technically qualified proposals will be performed in the following formula:

Total price offer = Σ of all weighted prices quoted by requested services and number of participants

This total would be inverse proportioned with the lowest bidder to get the scores from 30.

³ This serves as a guide to the Service Provider in preparing the Proposal.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Table 1. Mandatory Services Requirement (To be evaluated)

		For 1 - 50 participants (50%)		For 51 – 100 participants (30%)		From 101 participants (20%)		
No	Description of Services	Weightage for each service	Fixed Service Fee per transaction (USD)	Weightage for each service	Fixed Service Fee per transaction (USD)	Weightage for each service	Fixed Service Fee per transaction (USD)	Total
	-	Α	В	C	D	E	F	
1	Sourcing Subcontractors for Event Management and Meeting Package in Phnom Penh	40%		40%		40%		
2	Sourcing Subcontractors for Event Management and Meeting Package outside of Phnom Penh	20%		20%		20%		
3	Source Subcontractors for Hotel Accommodation in Phnom Penh	5%		5%		5%		
4	Sourcing Subcontractors for Hotel Accommodation outside of Phnom Penh	10%		10%		10%		
5	Sourcing Subcontractors for providing catering service for participants	5%		5%		5%		
6	Sourcing Subcontractors for Layout and Printing of Workshop/meeting materials	5%		5%		5%		
7	Sourcing Subcontractors for Photocopy of workshop/meeting	5%		5%		5%		
8	Sourcing Subcontractor to provide vehicle rental and arrangement services from/ to the meeting venue	5%		5%		5%		
9	Arrangement and Distribution of invitations to participants and receiving of participants' confirmation (via email, mail, calls)	5%		5%		5%		
			Tota	l Prices		<u>,</u>		

Note: the most provinces for meeting and accommodation are Siem Reap, Sihanouk Villes, and Battambang.

Table 2. Optional Services Requirements as may be requested (not to be evaluated)

In addition to above main financial component in table 1, the Proposers are requested to provide their fixed service fee for the below transactions which may be leveraged by UNDP upon request. The below rates will not be considered during the evaluation stages; however UNDP may include these fees in the Long Term Agreement as a guide.

Table 2.1. Charge of other related services

	Other Service and Transaction Fees				
#	Service Descriptions	Fixed Service Fee per transaction (USD)			
1	Arrange Photo and Audio/Video documentation and production of the photos and audio/video				
2	Organize exhibitions that include exhibition management (before, during, and after the event), arrangement of exhibitor's booth and screen/TV, providing assistance services for exhibitors, electricity, lighting, sound system, other relevant equipment (such as table and chairs) arrangement etc.				
3	Performers (singers, dancers), note taker with knowledge of relevant subject of the event				
4	Management of press conference, including invitation to media organizations and registration of attending journalists; preparation of press conference venue (presentation equipment and complete sound and lighting system); coordination of interview during event (workshop, conference, launch, etc.); production and distribution of press kits containing press release, factsheet, background paper and other materials related to an event; monitoring of media coverage, including collecting published articles in newspaper and online, and radio and TV broadcast of event.				
5	Supplementary services for arranging free time of participants (field trips, excursions, participation on social events) provided if needed.				

Table 2.2. Supporting staff charge in Phnom Penh (USD)

Description of services	1-Day Fee/Per	2-Day Fee/Per	3-Day Fee/Per	4-Day Fee/Per
	Person	Person	Person	Person
Rate for a stand-by administrative support staff during event period in Phnom Penh				

Table 2.3. Supporting staff charge in Outside of Phnom Penh (USD)

Description of services/Number of days	1 Day Fee/Per Person	2-Day Fee/Per Person	3-Day Fee/Per Person	4-Day Fee/Per Person
Fee for a stand-by				
administrative support				
staff during event period				
outside of Phnom Penh				

Note: Supporting Staff Services: Provide stand-by administrative and secretarial services during event period at the site as required and requested by UNDP.

[Name and Signature of the Service Provider's Authorized Person] [Designation] [Date]

NOTE: WHEN SUBMITTING YOUR BID DOCUMENTS, PLEASE CAREFULLY PLACE THE TECHNICAL AND FINANCIAL PROPOSALS IN SEPARATE ENVELOPES.

General Terms and Conditions 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 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE Provision of Event Management Services

A. Background

The United Nations Development Programme (UNDP) in Cambodia regularly organizes conferences, workshops, and meetings ("Events") in respect of its programme implementation. To achieve cost efficiency from economies of scale while ensuring outstanding quality of services, UNDP seeks to consolidate all Events Management requirements and enter into a common contract with a qualified company.

UNDP country office (UNDP CO) desires to conclude a Long Term Agreement (LTA) with a successful company (herein after referred to as the "Contractor") for 1-year period and can be extended up to three (3) years for Event Management services with a company specialized in this area. An estimated event related services within three (3) years is around USD 190,000. The LTA shall not guarantee an estimate volume of sales and an obligation on the use of LTA by UNDP CO.

The LTA is used by UNDP CO, and its projects. The Event Management services also extend to organize and facilitate event in other cities/provinces aside from Phnom Penh as requested. Through a competitive process, Event Management services may include but are not limited to providing the followings:

- Meeting package and hotel accommodation
- Development of event agenda and related informative/brochure material, covering the agenda, speaker details, background (as necessary), logistics
- A suitable venue and required IT equipment
- Assist with the set-up of displays and sets of the event
- Distribute invitations and handle RSVPs, also confirmation of participants at least 5 days prior to the meeting
- Manage travel arrangements for all participants, including booking and paying for international and domestic travel, in accordance with relevant UN rules and regulations
- If necessary and requested, collect supporting documents from participants to enable later cash transfer by UNDP (identification card along with other necessary document.). These documents should ideally be collected on-site, but if not possible by follow up after the event
- Source and liaise with an appropriate catering supplier and manage all catering requirements
- Provide staffing of event reception/registration desk
- Provide proper number of staffing and support of all associated conference workshops
- Organize and facilitate transportation hotel to/from meeting venue
- Source and liaise with potential speakers and facilitators, including collecting presentation material as appropriate
- Manage the provision of translation/interpretation services on and off-site as requested
- Manage if necessary basic note taking, recording and compilation of meeting minutes and outcomes
- Help design and collate participant feedback after the event has ended, also distribute presentation material, meeting conclusions as necessaries
- Provide cash distribution service by submitting proof of receipt, identification card of recipient and list of attendees (upon request)

B. Scope of Services

The LTA(s) shall be used as an umbrella where it has unit prices for essential activities/ items proposed by the Contractor during the initial tender. The implementation of it will be on an as needed basis and the Contractor shall be requested to provide quotations for specific requirements using the initially agreed unit prices. P

The Contractor has to collect and submit for the UNDP CO approval three (3) competitive offers when the amount for a subcontractor's of any required service exceeds 2,500 USD. The selection of quotation will be based on the lowest quoted price.

Below is a statement of the main items in the scope of required services.

B.1. Sourcing Subcontractors for Event Management and Meeting Package:

The Contractor shall upon, request and receipt of duly authorized instructions from UNDP, facilitates the organization and make all necessary arrangements in organizing Events in selected cities/provinces. This shall include arranging the venues and all associated facilities and equipment. Specifically, the Contractor shall do some or all of the following activities:

- 1. <u>Identify suitable conference meeting halls in timely manner</u>: the Contractor has to ensure that the recommended venues have a good security system and are not located in a high risk area. Engagement with and following instructions of UNDSS officials may also be required, especially when the event involves high level dignitaries.
- 2. <u>Arrange meals for participants within maximum amount for a participant per day agreed with the UNDP CO</u>. Ensure that meeting packages (lunch, coffee breaks, dinner and/or cocktail) are provided and arranged in timely manner and as required. Food menus, include for catering, are shared for selection upon request.
- 3. Ensure that any other associated facilities and equipment required will be satisfactorily provided and fully functional for event packing, e.g. simultaneous interpreter system, translators/ interpreters (e.g. poverty reduction, governance, environment etc.), additional electronic and audio-visual equipment (screen, LCD, pointers, laptops, desktop, printers, photocopy machine, microphone, tape recorder, cable extension, etc.), workshop materials (flipcharts, folders, nametag, pens, notebooks, banners, backdrop, meeting kits, merchandise, etc.), production of plaques/certificates, internet access, floral decoration, stage design and preparation, seating and venue arrangement/decoration, and secretariat room etc.
- 4. <u>Venue site visit</u>: the contractor shall conduct site visit the meeting hall and do other arrangement to ensure the conference meeting hall is well equipped and prepared before the event happened.

B.2. Sourcing Subcontractors for Hotel Accommodation:

The Contractor shall upon request and receipt of duly authorized instructions from UNDP, facilitate the organization and make all necessary arrangements for the hotel accommodation in selected cities/provinces. This shall include booking the rooms and arranging the airport pickup and all associated facilities. Specifically, the Contractor shall do some or all of the following activities:

- 1. Identify a suitable hotel accommodations in a timely manner, preferably the hotel should be the same as the venue unless inform otherwise. The Contractor has to ensure that the recommended hotels have a good security system and are not located in a high risk area.
- 2. Make the requested room reservations when requested by UNDP. This service shall include initiating and confirming reservations, communicating the reservation status.

- 3. UNDP guests, and confirming the all-inclusive, or any other type of rate requested at which the reservation is made.
- 4. Host and facilitate the accommodation of participants.
- 5. Negotiate to the maximum extent possible, discount rates, for hotel accommodations applicable specifically to reservations by the UNDP country office on a nationwide basis.
- 6. Arrange any airport pickup and drop off when required.

B.3. Availability of other Services as maybe Requested:

- 1. Sourcing Subcontractor to provide catering service for participants: identify suitable hotel/restaurant in a timely manner to provide in-side and out-side catering service and ensure the service is satisfactory provided and fully functional.
- 2. Sourcing Subcontractor for Layout and Printing of Workshop/meeting materials (not limited to leaflet, report, folder, bag, T-Shirts) including sample review and coordinate with supplier to deliver the printed materials in a timely manner.
- 3. Sourcing Subcontractor for Providing Photocopy including sample review and coordinate with supplier to deliver the copied materials in a timely manner.
- 4. Provide vehicle rental and arrangement services from/ to the meeting venue.
- 5. Arrangement and Distribution of invitations to participants and receiving of participants' confirmation (via email, mail, calls)
- 6. Supporting Staff Services: Provide stand-by administrative and secretarial services during event period at the site as required and requested by UNDP.
- 7. Ensure and arrange Photo and Audio/Video documentation and production of the photos and audio/video if required.
- 8. Organize exhibitions that include exhibition management (before, during, and after the event), arrangement of exhibitor's booth and screen/TV, providing assistance services for exhibitors, electricity, lighting, sound system, other relevant equipment (such as table and chairs) arrangement etc.
- 9. Performers (singers, dancers), note taker with knowledge of relevant subject of the event
- 10. Management of press conference, including invitation to media organizations and registration of attending journalists; preparation of press conference venue (presentation equipment and complete sound and lighting system); coordination of interview during event (workshop, conference, launch, etc.); production and distribution of press kits containing press release, factsheet, background paper and other materials related to an event; monitoring of media coverage, including collecting published articles in newspaper and online, and radio and TV broadcast of event.
- 11. Supplementary services for arranging free time of participants (field trips, excursions, participation on social events) provided if needed.

C. Reporting

- 1. The Contractor shall provide UNDP with a complete Activity Report for each Event within one (1) week of the completion of the Event. This is in addition to any meeting minutes/conclusion reports to be developed by the event organizer.
- 2. The Contractor shall provide Bi-Yearly Reports summarizing the activities performed during the quarter including the costs incurred and feedback received from the user as well as steps taken as a response to negative feedback, if any.
- 3. The Contractor shall provide Yearly Reports summarizing the activities performed for the UNDP country office during the year including costs incurred and improvement undertaken by the Contractor in order to perform better services for the UNDP country office.

D. Service Standards

- 1. The Contractor shall provide polite, responsive and efficient service at all times to fulfill the UNDP's requirements. As a service objective, telephone calls and emails should be answered promptly.
- 2. The Contractor shall not favor any particular carrier or service provider when making reservations. The Contractor shall maintain excellent relations with all carriers.
- 3. The Contractor will be assessed for the performance of its services and deliver its products in accordance prescribed minimum performance standards set by UNDP described in **Clause I** below.
- 4. The Contractor shall acknowledge immediately any complaints and disputes which arise and resolve them within one (1) day.
- 5. The Contractor shall provide the following service hours: Monday-Friday between 8:00 a.m. to 6:00 p.m. and during event management.

E. Quality Control for the Services

- 1. The Contractor shall monitor the quality of the services provided to UNDP on a regular and continual basis. These procedures shall include a self-inspection system covering all the services to be performed in the Contract, and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to UNDP. UNDP shall be notified of any deficiencies found and corrective action taken.
- 2. UNDP reserve the right to conduct their own quality control surveys to ensure the adequacy of the services.
- 3. The Contractor warrants that the personnel assigned to handle UNDP arrangements shall have a strong event management and hotel reservation skills and experience and shall constantly be trained to be kept up-to-date.

F. Requirements for the Contractor

The Contractor should have:

- 1. Legally registered firm in Cambodia and has been in the business of at least 3 years.
- 2. An established structure, with a minimum of 5 employees (CEO, event manager(s), accountant, etc.)
- 3. At least 3 year experiences and strong track record in organizing and managing events in the country
- 4. Proven experience in organizing events for international organizations (at least 3 international organizations for the last 3 years).
- 5. Experience in holding at least 3 large scale events for the last 3 years (with 100 participants and more).
- 6. Availability of at least 3 regular clients (with repetitive contracts 2 and more times).
- 7. Availability of at least 2 recommendations from major companies and organizations.
- 8. Financially stability which is evidenced by the healthy Balance Sheets and Profit and Loss Statements, or other relevant financial statement.

- 9. Preferable have networks or branches/offices (at provincial level) for organization of event and hotel accommodation, especially in Phnom Penh, Siem Reap, Silhanouk Ville, and Battambang.
- 10. Proven extensive networks with the media are an advantage.
- 11. Proven experience in working with UN agencies, or other international organizations is an advantage.

G. Personnel Required

- 1. The Contractor shall assign adequate personnel to service satisfactorily the volume of work and to fulfill its obligations under the Contract with UNDP. In general the Contractor shall assign the relevant personnel according to their technical know-how and reliability.
- 2. The Contractor's employees shall perform their functions in a highly efficient and professional manner. The Contractor's personnel assigned to the UNDP CO's event must be English proficient. The Contract shall assigned the minimum positions as below:
 - <u>Director/CEO (1 Post)</u>:
 - i) At least Bachelor's Degree in management/linguistic/social sciences/economics or similar fields (certificate is to be submitted)
 - ii) At least 5 years of experiences in managerial
 - iii) At least 3 years of experiences in event management, hospitality, and/or related field
 - iv) Proficiency in written and spoken English

The main role of Director/CEO shall be responsible for any communication and coordination with UNDP in making sure that the service provided is done in full compliance with UNDP Procurement Rules and Regulation.

- Event Manager (1 Post):
 - i) At least Bachelor's Degree in business administration/linguistic/social sciences/economics or similar fields (certificate is to be submitted)
 - ii) At least 3 years of experiences in event management, hospitality, and/or related fields
 - iii) Proficiency in written and spoken English

The main role of Event Manager is the day-to-day communication and working directly with UNDP focal points based on each request and making sure that the service provided is done in full compliance with UNDP Procurement Rules and Regulation.

All such personnel shall be required to be well-versed on the procurement policies of the UN, and adopt the same knowledge on the conduct of business and delivery of services to the UN System and ensure that the processes are done in full compliance with UNDP procurement rules and regulations.

H. Payment Schedule

While LTA will serve as legal umbrella for the contractual relationship, every order for a particular event (based on the approved quotation submitted from Contractor) will be placed through a Purchase Order with the following tentative payment mode:

- First Payment: 40% payment of the Purchase Order amount upon satisfactory arrangement of the event
- Final Payment: 60% payment upon approval and acceptance of complete report of the event

For event arrangement amount less than USD 10,000/per event, a one-time payment applies after the satisfactory arrangement of the event, and upon approval and acceptance of complete report of the event.

Upon the receipt of invoice (and after all services are satisfactory received), the payment is made within 30 days.

I. Performance Standards and Service Level Guarantees

The Contractor shall perform its services and deliver its products in accordance with the herein prescribed minimum performance standards set by the UNDP CO.

Performance Category	Performance Indicator	Measure ment Tool	Rating Scale (Satisfactory Level)	Target
Service Quality / Customer Service	level of satisfaction on responsiveness/accountability /ability to handle the request level of satisfaction on courtesy/client orientation level of satisfaction on the offer/explanation/solution for options and price quotation level of satisfaction on the Contractor's reminding and follow up with the event and accommodation schedule level of satisfaction on the on- time report submission Level of satisfaction of staff standby to facilitate during the whole event period (from start to end) level of satisfaction on the event and accommodation arrangement under urgency case – how responsive the travel agent is and is it difficult to contact the Contractor	UNDP Annual Survey	 Very Satisfied Satisfied Dissatisfied Very Dissatisfied Very Satisfied Satisfied Dissatisfied Very Dissatisfied Very Dissatisfied Very Satisfied Satisfied Very Satisfied Very Dissatisfied Very Dissatisfied Very Dissatisfied Very Satisfied Very Satisfied Very Satisfied Very Satisfied Very Dissatisfied Very Satisfied Very Satisfied Very Satisfied Very Satisfied Very Dissatisfied Very Dissatisfied Very Satisfied Very Dissatisfied 	80% (based on 'satisfied' or higher ratings)
Conferences and Meetings including meal, audio equipment, interpreter, facilities and equipment .etc. under event package	Accuracy: Ability to perform task completely and without error (zero error) Timelines of Delivery: Ability to deliver product or service on or before promised date – Meeting hall and meal confirmation is confirmed at least 3 working days before		 Very Satisfied Satisfied Dissatisfied Very Dissatisfied Very Satisfied Satisfied Dissatisfied Very Dissatisfied Very Dissatisfied 	

	the event takes place (depending on request)	
	Accuracy: Ability to perform task completely and without error (zero error)	 Very Satisfied Satisfied Dissatisfied Very Dissatisfied
Accommodation	Timelines of Delivery: Ability to deliver product or service on or before promised date –	Very SatisfiedSatisfiedDissatisfied
	Accommodation confirmation is made at least 3 working days before the scheduled date	Very Dissatisfied
	Timeliness of Delivery: Ability to provide quotation on or before the promised date - Within one (1) week from time of request shall immediately submit quotation based on the activities requested.	 Very Satisfied Satisfied Dissatisfied Very Dissatisfied
Rates/Pricing	Accuracy: Ability to prepare quotation without errors – Zero-Error or no discrepancy between quotation and agreed unit price stated in the LTAs	 Very Satisfied Satisfied Dissatisfied Very Dissatisfied
	Fairness: Ability to prepare quotation without errors – At lower rates than or same rates as market standards.	 Very Satisfied Satisfied Dissatisfied Very Dissatisfied
Billing	Ability to generate billing statements that are transparent, easy to understand, and without errors between invoices and attachments	 Very Satisfied Satisfied Dissatisfied Very Dissatisfied

<u>UNDP reserves the right to terminate the contract if the overall rating of Contractor resulted from</u> <u>UNDP annual survey is less than 80%.</u>

J. Hotels/Conference Halls had used by UNDP CO in 2013 and 2014

Phnom Penh

- Imperial Garden Villa and Hotel
- Raffle Hotel Le Royal
- Cambodiana Hotel
- Phnom Penh Hotel
- Landscape Hotel Phnom Penh

- Sunway Hotel Phnom Penh
- Green Palace Hotel
- Sen Han Hotel
- Tonle Bassac II Restaurant
- Diamond Island Convention and Exhibition

Silhanouk Ville

- Independence Hotel
- Sokha Hotel
- Ochheuteal Hotel

Siem Reap

- Khemara Angkor Hotel
- Angkor Paradise Hotel
- Apsara Angkor Hotel
- Empress Angkor Hotel

Battambong

• Khemara Battambang Hotel

Mondulkiri

• Emario Mondulkiri Resort

Note: List of hotels (UNDP's LTA holders) for 2015 will be shared with the Contractor upon the completion of the establishment of those LTAs. The Contractors are encouraged to use the LTAs established by the UNDP CO whenever feasible. If LTA of UNDP CO is used (as subcontractor), the submission of three (3) quotes for UNDP CO's approval is not applicable.