

United Nations Development Programme



REQUEST FOR PROPOSAL

**TRAVEL MANAGEMENT SERVICE PROVIDER (LONG TERM
AGREEMENT - LTA),
UN AGENCIES, INDONESIA**

RFP No.: **RFP/UNDP/UN/013/2021**

Country: Indonesia

Issued on: 26 April 2021

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SECTION I. LETTER OF INVITATION

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

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

You may utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

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

Issued by:



Name: Rida Dian Trisna

Title: Procurement Assistant

Date: **April 26, 2021**

Approved by:



Name: Martin Stephanus Kurnia

Title: Head of Procurement

Date: **April 26, 2021**

SECTION 2. INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS

<p><i>1. Introduction</i></p>	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
<p><i>2. Fraud & Corruption, Gifts and Hospitality</i></p>	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
<p><i>3. Eligibility</i></p>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

<p><i>4. Conflict of Interests</i></p>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, 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:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by 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; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members 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 b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
<p>B. PREPARATION OF PROPOSALS</p>	
<p><i>5. General Considerations</i></p>	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
<p><i>6. Cost of Preparation of Proposal</i></p>	<p>6.1 The Bidder 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 not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<p><i>7. Language</i></p>	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>

<p><i>8. Documents Comprising the Proposal</i></p>	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
<p><i>9. Documents Establishing the Eligibility and Qualifications of the Bidder</i></p>	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
<p><i>10. Technical Proposal Format and Content</i></p>	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
<p><i>11. Financial Proposals</i></p>	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 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.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
<p><i>12. Proposal Security</i></p>	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in</p>

	<p>the event of any one or combination, of the following conditions:</p> <p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. <i>Currencies</i>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>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</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
14. <i>Joint Venture, Consortium or Association</i>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or 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 JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 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 JV, Consortium or Association or</p>

	<p>those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<p>15. Only One Proposal</p>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
<p>16. Proposal Validity Period</p>	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<p>17. Extension of Proposal Validity Period</p>	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders 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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<p>18. Clarification of Proposal</p>	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part</p>

	of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.
<i>19. Amendment of Proposals</i>	<p>19.1 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 Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
<i>20. Alternative Proposals</i>	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. 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.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
<i>21. Pre-Bid Conference</i>	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
C. SUBMISSION AND OPENING OF PROPOSALS	
<i>22. Submission</i>	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL

23. <i>Deadline for Submission of Proposals and Late Proposals</i>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. <i>Withdrawal, Substitution, and Modification of Proposals</i>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, 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, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. <i>Proposal Opening</i>	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. <i>Confidentiality</i>	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder 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 and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. <i>Evaluation of Proposals</i>	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals
28. <i>Preliminary</i>	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with</p>

<i>Examination</i>	respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.
29. <i>Evaluation of Eligibility and Qualification</i>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. <i>Evaluation of Technical and Financial Proposals</i>	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p>

	<div style="border: 1px solid black; padding: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
31. <i>Due Diligence</i>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; 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 Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. <i>Clarification of Proposals</i>	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and 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.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder 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.</p>
33. <i>Responsiveness of Proposal</i>	<p>33.1 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.</p>

	33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. <i>Nonconformities, Reparable Errors and Omissions</i>	<p>34.1 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.</p> <p>34.2 UNDP may request the Bidder 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 Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35. <i>Right to Accept, Reject, Any or All Proposals</i>	35.1 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 Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. <i>Award Criteria</i>	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37. <i>Debriefing</i>	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38. <i>Right to Vary Requirements at</i>	38.1 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.

<i>the Time of Award</i>	
39. <i>Contract Signature</i>	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may 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 Second Ranked Bidder or call for new Proposals.
40. <i>Contract Type and General Terms and Conditions</i>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. <i>Performance Security</i>	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. <i>Bank Guarantee for Advanced Payment</i>	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. <i>Liquidated Damages</i>	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. <i>Payment Provisions</i>	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. <i>Vendor Protest</i>	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html

<p><i>46. Other Provisions</i></p>	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>
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SECTION 3. BID DATA SHEET

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Time: 1400 hour (GMT +7)</p> <p>Date: 29 April 2021</p> <p>Venue: Virtual meeting through Zoom</p> <p>https://undp.zoom.us/j/89348449817?pwd=Ymd6dFpjTjFpTUlxRTBIUFBLRmFTUT09</p> <p>Meeting ID: 893 4844 9817</p> <p>Passcode: 418705</p> <p>The UNDP focal point for the arrangement is: Rida Dian Trisna & Yusef Saiful Millah E-mail: rida.trisna@undp.org; Yusef.millah@undp.org</p>
5	16	Proposal Validity Period	120 days
6	12	Bid Security	Not Required
7	42	Advanced Payment upon signing of contract	Not Allowed
8	43	Liquidated Damages	Will not be imposed
9	41	Performance Security	Not Required

10	13	Currency of Proposal	USD for international bidder; IDR for Local bidder
11	18	Deadline for submitting requests for clarifications/ questions	5 working days before the submission deadline
12	32	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Rida Dian Trisna cc. Yusef Saiful Millah Address: Menara Thamrin 8 th -9 th Flr. Jl. MH. Thamrin Kav. 3, Jakarta 10250, Indonesia E-mail address: rida.trisna@undp.org; Yusef.millah@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email, eTendering, and Posting on the website
14	23	Deadline for Submission	Please refer to the etendering system with event ID: 0000009091 For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
15	22	Allowable Manner of Submitting Proposals	e-Tendering
16	22	Proposal Submission Address	https://etendering.partneragencies.org Insert BU Code and Event ID number: IDN10 0000009091
17	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for financial proposal <u>must not</u> be provided to UNDP until requested by UNDP ▪ Max. File Size per transmission: Not applicable
18	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively The minimum technical score required to pass is 700 points.
19		Expected date for commencement of Contract	<i>July 3, 2021</i>

20		Maximum expected duration of contract	Long Term Agreement for an initial period of one year and possibility of renewable up to a maximum period of another 2 years based on satisfactory performance.
21	35	UNDP will award the contract to:	One or more Proposers
22	40	Type of Contract	Purchase Order and Contract for Services for UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	40	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the RFP	Contract effectiveness is linked below mentioned condition: Upon contract signing by both parties <u>Note:</u> <u>While entering the financial proposal in the e-Tendering system, always mention your bid price as 1. Please do not mention the value of your financial proposal in the e-Tendering system. It should only be mentioned in the Password-protected forms on Financial Proposal Submission Form (Form F) and Financial Proposal Form (Form G). The proposals of the companies who will reveal the value of their financial proposal in the e-Tendering system will automatically be disqualified.</u>

SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5 years of relevant experience.	Form D: Qualification Form
	Minimum three (3) on-going or completed contracts for same or similar services executed in last 5 years having: <ul style="list-style-type: none"> • One of the contracts at least USD 500,000 per year for 	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

	<p>flight sales turnover</p> <ul style="list-style-type: none"> One of the contract with client of IGO (Inter Governmental Organization), Embassies, and Multi-National Companies in Indonesia. <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	
Financial Standing	<p>Minimum average annual turnover of USD 2 Million for the last 3 years (2017-2019).</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	Any additional criteria if required	

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Years in Business and Reputation of Travel Agency	150
2.	Travel Agency capability, expertise	150
3.	Personnel Competence (qualification and experience of proposed staff) and Work Approach	300
4.	Methodology / Work Approach and Value Additions	400
	Total	1000

Section 1. Years in Business and Reputation of Travel Agency		Points obtainable
1.1	Years of establishment	50
1.2	Years of IATA Membership	50
1.3	Reliability (References, and letters of recommendations) - Minimum 3 recommendations from IATA Air Carrier earned 30 points - More than 3 recommendations from IATA Air Carrier – 2 points for every additional recommendation, but no more than 10 points - Recommendation from International Organization(s), embassies, multinational corporations – 2 points for every recommendation, but no more than 10 points	50
Total Section 1		150

Section 2. Travel Agency capability, expertise		Points obtainable
2.1	Coverage: quantity of branch office(s) nationwide which can be used/utilized to provide the service under this LTA - Minimum available in 2 cities earned 10 points - Have branches in Denpasar, Surabaya, Jogjakarta, Pekanbaru, Makassar, Manado, Medan, Pontianak, Kupang, Palu, Malang, Jambi, Palembang, Semarang, Lampung – 1 point for every city, but no more than 15 points	25
2.2	Capacity: Volume of sales (annual domestic/ international air tickets turnover in 2019)	25
2.3	Type and number of reservation booking system used by travel agent	50
2.4	Reachability of travel agent: availability of service, mode of support	50
Total Section 2		150

Section 3. Personnel Competence (qualification and experience of proposed staff) and Work Approach			Points obtainable
3.1	Capability to take immediate decision: Organigram of travel agent Support how to rate?		100
3.2	Qualification & Professional Experience of Branch Manager/Team Leader		100
3.3	Qualification & Professional Experience of Travel Counsellors		100
Total Section 3			300

Section 4. Methodology / Work Approach and Value Additions			Points obtainable
4.1	Process for Billing/ MIS & Contract Management		100
4.2	Work Approach, Quality Assurance of Travel and Visa Services		200
4.3	Value Additions / Innovation on services provided		100
Total Section 3			400

Detailed Breakdown of obtainable points per each Evaluation Criteria

	Points obtainable
Part I – Years in business and Reputation of Travel Agency (15%):	150 (1.1+1.2+1.3):
1.1 Years of establishment	50:
- 5 years' minimum requirement supported with legal document (notarial deed)	35
- More than 5 years, 1 point per each additional year, but no more than 15 points	15*
1.2 Years of IATA membership	50:
- 4 years' minimum requirement	35
- More than 4 years – 1 point per every additional year, but no more than 15 points	15*
1.3 Reliability (References, and letters of recommendations)	50:
- Minimum 3 recommendations from IATA Air Carrier	30
- More than 3 recommendations from IATA Air Carrier – 2 points for every additional recommendation, but no more than 10 points	10*
- Recommendation from International Organization(s), embassies, multinational corporations – 2 points for every recommendation, but no more than 10 points	10*

Part II - Travel Agency Capability, Expertise (15%):	150 (2.1+2.2+2.3+2.4):
2.1 Quantity of branch office(s) nationwide:	25:
- Minimum available in 2 cities	10
- Have branches in Denpasar, Surabaya, Jogjakarta, Pekanbaru, Makassar, Manado, Medan, Pontianak, Kupang, Palu, Malang, Jambi, Palembang, Semarang, Lampung – 1 point for every city, but no more than 15 points	15
2.2 Capacity: Volume of sales (annual domestic/ international air tickets turnover in 2019)	25:
- Average annual ticket turnover of USD 2 Million during the past 5 years (minimum requirement)	10
- Average annual ticket turnover of more than USD 2 Million – 5 points per every additional USD 1 Million of turnover, but no more than 15 points	15
2.3 Type and number of reservation booking system used by travel agent	50:
- Availability of at least 1 booking system i.e. Computer Reservation System or Global Distribution System (minimum requirement) will earned 35 points	35
- Availability of additional booking systems – 3 points per every additional system, but no more than 15 points	15
2.4 Reachability of travel agent: availability of service, mode of support	50:
- Office hour support: Monday to Friday 8 AM to 5 PM & half day service on Saturday between 08.00 am and 13.00 pm	20
- After office hour support 24 hours' x 7 days	15*
- On site support at UN premises	15
Part III - Personnel Competence (Experience and qualification)– 30%	300 (3.1+3.2+3.3):
3.1 Capability to take immediate decision: Organigram of travel agent Support	100
3.2 Qualification & Professional Experience of Branch Manager/Team Leader	100:
-Branch Manager/Team Leader experience in Travel Industry (minimum 8 years' total experience with minimum 4 years in managing or supervising a Business Travel Centre/Corporate Customer)	50
- More than 8 years – 10 points per every additional year, but no more than 50 points	50
3.3 Qualification & Professional Experience of Travel Counsellors.	100
- minimum 3 years corporate travel experience. More than 3 years – 10 points per every additional year, but no more than 100 points	
- Graduate from travel academic & experienced with Abacus system	
Part IV - Methodology / Work Approach and Value Additions 30%	400 (4.1+4.2+4.3):

4.1 Process for Billing/ MIS & Contract Management	100:
-turn around time for billing including credit notes	30
-suggested format & frequency for MIS reporting	30
-Proposed methodology for regular contract monitoring and management	40
4.2 Work Approach, Quality Assurance of Travel and Visa Services	200:
<ul style="list-style-type: none"> - Appropriateness of internal quality control, corporate standards and workflow organization related to travels; - ticketing and reservation earned 40 points - cash distributions earned 40 points - diplomatic valise services earned 10 points - travel document services earned 10 points - meet and greet services earned 10 points - car rental services earned 10 points - duty free facilities services earned 10 points - hotel arrangements services earned 10 points - visa issuance services earned 10 points 	150
- Management plan for providing services to multiple UN Agencies/projects sited in different locations	50
4.3 Value Additions / Innovation on services provided	100*
- Availability of at least 3 evidences of cooperation (special rates or any agreement involved) with hotels around country – minimum requirement (15 marks for each and 5 points per every additional hotel, but no more than 70 points in total)	70
<p>Value Additions or any innovation proposed in addition to requirements listed in ToRs (10 marks for each for up to 3 value additions / innovations)</p> <p>Note: such value addition must relate to process improvements and the cost of these (if any) should be included in the overall financial proposal.</p>	30
Total for technical points (Parts I+II+III+IV)	1000

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

SECTION 5. TERMS OF REFERENCE

Travel Management Services Provider (LTA)

Background:

The United Nations in Indonesia wishes to solicit Proposals from IATA Accredited Travel Agencies/ Travel Management Service Companies capable of providing Travel Management Services including but not limited to air, land and sea travel reservation, ticketing, hotel reservations, all formalities, related information reporting services to United Nations Organizations in Indonesia. In order to achieve cost efficiency from economies of scale while ensuring outstanding quality of service, one recommendation agreed among the UN Agencies in Indonesia was to consolidate all the travel requirements and enter into a common contract(s) to serve all their travel needs and service requirements. UNDP Indonesia on behalf of the participating UN Agencies in Indonesia will conduct the tendering and the purpose of this present bidding is to conclude the Long Term Agreement(s) (LTAs) for the period of three (3) years for Travel Management with a professional company. The RFP process will result in a Long Term Agreement of an initial period of one year and is renewable up to a period of three years subject to satisfactory performance. The annual combined value of UN Agencies production for Travel Management Service is about USD 5,873,000 and the volume is expected to be in the same range for the next three years, however the LTA do not guarantee an estimate volume of sales.

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

1. United Nations Development Programme (UNDP)
2. World Health Organization (WHO)
3. United Nations Information Center (UNIC)
4. United Nations Educational, Scientific and Cultural Organization (UNESCO).
5. Food and Agriculture Organization of the United Nations (FAO)
6. International Organization for Migration (IOM)
7. United Nations Resident Coordinator's Office (UNRCO)
8. United Nations Population Fund (UNFPA)
9. United Nations Development Fund for Women (UNWOMEN)
10. United Nations Office for Project Services (UNOPS)
11. United Nations Joint Programme on HIV/AIDS (UNAIDS)
12. United Nations Department of Safety and Security (UNDSS)
13. International Telecommunication Union (ITU)
14. World Bank
15. Asian Development Bank (ADB)
16. International Fund for Agricultural Development (IFAD)
17. United Nations Children's Fund (UNICEF)
18. United Nations Industrial Development Organization (UNIDO)
19. World Food Programme (WFP)
20. United Nations High Commissioner for Refugees (UNHCR)
21. United Nations Office for the Coordination of Humanitarian Affairs (UNOCHA)
22. International Labour Organization (ILO)
23. United Nations Office on Drugs and Crime (UNODC)
24. United Nations Environment Programme (UNEP)

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

Scope of Services, Expected Outputs and Target Completion

TRAVEL MANAGEMENT SERVICES

PART I – SERVICES RELATED TO CORE TMS ACTIVITIES

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

- f. In the event that required travel arrangements cannot be confirmed, the TMS Vendor shall notify the requesting party of the problem and present three (3) alternative routings/ quotations for consideration.
- g. For wait-listed bookings, the TMS Vendor shall provide regular feedback every six (6) hours on the status.
- h. In the event more airlines are cleared by the UN security systems and procedures, the prospective vendor is expected to extend the services to these airlines when and if required.

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

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

5. AUDIT REQUIREMENTS

A. Current Service Requirements

- (1) UNDP has a right to audit books and records of TMS related to services provided. In performing the audit, we require the following audit parameters:
 - (a) TMS agrees to maintain adequate records that accurately reflect the work performed by TMS on behalf of UNDP, as well as all transaction in connection therewith.
 - (b) Once per Contract Year and upon fifteen (15) days' advance written notice, UNDP's authorized representatives shall have the right to audit those records and transactions related to the work performed and amounts billed to UNDP by TMS.
 - (c) The parties agree that certain requested information may be deemed confidential pursuant to third-party agreements to which TMS is a party, and that such confidential information will not be disclosed by TMS.
 - (d) The audit shall be limited to Settlement Period(s) within two (2) years of the date of the audit, and UNDP's auditors shall limit their onsite activities in any given audit to fifteen (15) days onsite.
 - (e) UNDP shall pay for all reasonable and necessary costs of such audit, unless the TMS fees billed in the Settlement Period(s) being audited reveal overcharging of TMS Fees in excess of 3% of total TMS Fees, in which case TMS agrees to pay for or credit
 - (f) UNDP for the reasonable and necessary costs of such audit and reimburse UNDP for the amounts overcharged.
 - (g) T&E expenses incurred by UNDP's auditors shall only be reimbursable to the extent that both parties agree the expenses are reasonable based on UNDP's travel policy.

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

6. Ticket Issuance. The TMS Vendor:

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

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

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

seating and meal requirements, passport, and such other information as is useful to facilitate such travelers' travel arrangements.

- 7. Voids and Refunds.** The TMS Vendor will void tickets where possible to avoid a charge to the UN Organizations. Where complete refunds are obtained, the TMS Vendor will process the refund within the reporting week received. The TMS Vendor will process partial refunds requiring fare calculation as expeditiously as possible and within 30 days of receipt. The TMS Vendor shall reimburse the concerned UN Agency at the end of each month for any unsettled refund claims that have been outstanding for more than sixty (60) days. If, after settlement, the TMS Vendor presents evidence of valid rejection of any claim for such refund, the concerned UN Agency shall reimburse the TMS Vendor for all such rejected claims. The TMS Vendor shall provide the UN Agencies with a report showing all unused non-refundable tickets and hotel vouchers. The TMS Vendor shall put information in traveller profiles regarding the value of unused non-refundable tickets and hotel vouchers, and shall adopt procedures to assist travellers in the future. The TMS Vendor shall void and/or reissue tickets and hotel vouchers whenever possible instead of refunding.
- 8. Unused Non-Refundable Tickets.** The TMS Vendor will provide the UN with a report showing all unused non-refundable tickets. The TMS Vendor will put information in traveller profiles regarding the value of unused non-refundable tickets, and will adopt procedures to assist travellers in using the value of such tickets.
- 9. Travel Originating Away from Indonesia.** When requested by the UN organizations, the TMS Vendor will arrange travel originating for travellers outside Indonesia. The TMS Vendor shall contact such travellers to make arrangements and shall advise the requesting UN organization of itineraries selected. (a) The TMS Vendor will submit a list of its owned offices and affiliates (hereinafter referred to as "TMS network"), each subject to approval by the UN, to provide overseas ticketing of authorised travel at the TMS Vendor's direction. The TMS Vendor will assist the UN and its travellers in obtaining maximum service from such affiliates. Where TMS Vendor-owned or affiliate offices are used, the TMS Vendor will be held responsible for compliance with all applicable service standards. The UN may remove agencies from the authorised list for unacceptable service levels. The UN also may designate specific overseas agencies to serve travellers and particular locations outside Indonesia. Such agencies may or may not be affiliates of the TMS Vendor in locations where no approved affiliate exists. (b) Travel authorisations will be sent to agencies selected by the TMS Vendor. When requested by the UN, the TMS Vendor will contact travellers by telephone to consult regarding travellers' itineraries, and advise travellers where they should pick up their tickets, or alternatively, provide e-ticketing as a lesser cost option. (c) The TMS Vendor's international affiliates will be required to provide the agreed level of detail for all transactions that are authorized for initiation by the affiliates' offices. (d) Electronic copies of itinerary invoices that were issued for each transaction will be retained for future reference and access by each UN Organization as agreed.
- 10. Amenities.** The TMS Vendor will advise travellers of any carrier-provided amenities as soon as the ticket is issued, including but not limited to limousine transfers or complimentary Stop-over Paid by Carrier (STPC) hotels.
- 11. Travel Restrictions.** The TMS Vendor will store and update monthly travel advisory information.
- 12. Excess Baggage/ Lost Baggage.** The TMS Vendor will advise travellers of excess/ lost baggage rules and fees, which may vary with country of origin.
- 13. Insurance.** Provide information about insurance and baggage insurance, if requested.
- 14. Emergency Support.** The TMS Vendor will conduct Passenger Name Record (PNR) searches and travellers' notification as directed by the UN in cases of plane crash, other air travel related accidents, hijackings, coups, bombings, natural disasters, and other security-related incidents. The TMS Vendor shall render other specialised assistance as required by the UN in emergency situations. The TMS Vendor will provide additional assistance as requested by the UN in such situations, and comply with all applicable restrictions and regulations imposed by the UN. (a) The TMS Vendor will have the capability to operate within 24 hours from an offsite location in case of an emergency. (b) The TMS Vendor will be able re-route calls to an alternate location staffed with cross-trained personnel. (c) The TMS Vendor will further provide after hours contacts for key management personnel as mutually agreed.

- 15.Travellers' Profiles.** The TMS Vendor will create and update travellers' profiles in the GDS for frequent travellers and verify the information with the traveller at the time each new booking is initiated.
- 16.Travel Planning Assistance.** The TMS Vendor will provide each UN organization with information to assist the UN in developing travel expense budgets/plan by providing fare estimates and related impact analyses as per UN organization, on quarterly basis.
- 17.Consolidator Tickets.** Upon request, the TMS Vendor will arrange to provide consolidator tickets either through internal capabilities or using a third party approved by the UN.
- 18.Customer Satisfaction.** The TMS Vendor will provide customer satisfaction survey content for review by the UN and develop lists of frequent travellers and otherwise cooperate with periodic satisfaction surveys conducted by the UN.
- 19.Seminars.** The TMS Vendor will provide seminars and other programs needed to inform travellers of changes and procedures and policies.
- 20.Complaint Tracking and Resolution.** The TMS Vendor will respond to all complaints by investigating and explaining, in writing, their underlying cause. Final response to travellers will explain the causes of the problem, and detail specific steps that have been taken or will be undertaken to prevent recurrence of the problem. The TMS Vendor will make a good faith effort to resolve disputes and misunderstandings in favour of the UN travel management and UN travellers. Within twenty-four (24) hours the TMS Vendor shall provide a written acknowledgement. The copies of all complaints received and the TMS Vendor's written responses should be provided to the designated travel manager of each UN Organization and/or at the request of that manager, held for review and summarized during quarterly performance reviews. The Organization also may request that the vendor keep a log of all other service comments received from travellers and share that log with the UN. Reports must distinguish between TMS Vendor errors and other types of incidents. The TMS Vendor shall respond to all complaints by investigating and explaining, in writing, their underlying cause as well as detail specific steps that have been taken or will be undertaken to prevent recurrence of the problem. Within ten (10) days disputes and misunderstanding shall be resolved.
- 21. Assistance at Meetings/Group Entertainment/Flight Confirmation.** Support of UN meetings held in United Nations facilities in regards to flight reservations and or change of reservations during the course of the meeting may be requested.
- 22.Personal Travel.** Upon request by a staff member, the TMS Vendor may assist the UN's personnel and their dependents in arranging personal travel at the lowest applicable fares and rates or as otherwise requested, consistent with each traveller's requirements. The UN is not to be involved in any way in personal travel arrangements. Collection of amounts due and any refunds for these personal travel legs are to be arranged directly between TMS Vendor and the UN's personnel and collected prior to releasing the ticket. In the event personal travel is undertaken in conjunction with official travel, the TMS Vendor will clearly document the cost and routings of personal portions of combined trips on all itinerary/invoices, and provide Management Information Systems (MIS) reports on such trips as requested by the UN. The TMS Vendor will ensure that arranging personal travel does not interfere with arranging official travel.
- 23.Negotiation of Fares and Rates.** The UN negotiates on its own behalf for special air and hotel discounts, and shall be free to negotiate such arrangements, including net rates with all suppliers under this Contract and or request the vendor to negotiate on behalf of the UN. However, as an initial task, it is expected that the TMS Vendor, in collaboration with the UN Organizations, carries direct negotiation with airlines based on travel volume of all UN agencies in Indonesia leading to the establishment of long term airline agreements detailing special discounted UN rates, access to business lounges, upgrades, priority check-in, etc. Upon request of the UN, the TMS Vendor may be called upon by the UN to provide data or other assistance to support such negotiations including, but not limited to, evaluation of travel patterns to identify opportunities for improved discount negotiations, assisting the vendor contacts and providing special MIS reports. The TMS Vendor will administer fares and rates obtained through such direct UN negotiation. Under no circumstances will the TMS Vendor act on behalf of the UN in any contract negotiations without the UN's expressed authority. In addition, the TMS Vendor would continuously provide assistance to support these long-term agreements through evaluation of travel patterns. The TMS Vendor would be looked at as the business consultant of the UN Account who is constantly identifying

opportunities for improved discounts and benefits.

- 24. Advice on necessary health requirements.** The TMS Vendor (s) shall provide travellers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for travel to certain countries or areas;
- 25. Advice on conditions.** The TMS Vendor(s) shall provide an information service on conditions at the various foreign destinations, including climatic conditions, type of clothing which is appropriate or essential, national and religious holidays;
- 26. Travel advice.** The TMS Vendor(s) shall provide other travel advice of use to travellers, such as daily foreign currency exchange rates, excess baggage rates and new tariff procedures, when requested;
- 27. Emergency assistance.** Whenever possible, the TMS Vendor(s) shall render emergency assistance worldwide to UN Indonesia Travellers through its network, for complete range of services including but not limited to airline, hotel and car rental reservations or travel documents and communication assistance.
- 28. Hotel Reservations** (a) When requested, the TMS Vendor shall notify the concerned UN Agencies of booking requests, and those Agencies shall assist in confirming such hotel reservations which are Minimum Operating Security Standards (MOSS) compliant. UN Agencies will provide the TMS Vendor with updated MOSS compliant hotels (b) The TMS Vendor shall negotiate to the maximum extent possible, discount rates, including net rates, for hotel accommodations reservations by the UN Agencies if UN rates are not established. (c) The TMS Vendor shall promptly issue and deliver accurately printed hotel confirmations/ vouchers and detailed itineraries showing the accurate status of hotel reservations on all segments of the journey to the travelers or their authorized representatives. Prior to issuing vouchers, the TMS Vendor shall verify with the concerned UN Agency regarding the itinerary data and hotel rates. (d) Hotel confirmations/ vouchers shall be available in accordance with the standards agreed with the TMS Vendor, but no less than forty-eight (48) hours before time of check-in, unless the request for hotel reservation comes less than forty-eight (48) hours.

PART II –TMS SUPPLIED SUPPLEMENTARY SERVICES

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

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

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

Messenger services

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

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

Operational Support

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

31. Clerical support – Travel/Messenger Services. Assist UN Agencies in the form of the provision of one Vendor supplied, suitably qualified clerk, any required messenger support for the UN Agencies Travel Units.

Client Services

32. Assistance at Meetings. Support of UN meetings held outside of United Nations facilities (hotels, Conference centres throughout Indonesia) in regards to flight reservations and or change of reservations during the course of the meeting may be requested.

33. Telephone service. Provide 24-hour hot-line telephone service 7 days a week to all travellers. The TMS Vendor also will provide hot-line international telephone service or accept collect calls from travellers anywhere in the world. All applicable telephone numbers will be included on travellers’ itineraries.

Information Management Systems

34. Interface to ERP. The TMS Vendor must demonstrate the ability to provide e-commerce capabilities to

enable automatic transfer of travel data processed by the TMS Vendor to Enterprise Resource Planning systems such as PeopleSoft and SAP, Atlas used within the UN organizations. The TMS Vendor will provide an automated means of processing travel authorizations received from UN Agencies.

- 35. Global Distribution System.** The TMS Vendor will provide and maintain the most recent release of the Global Distribution System (GDS) agreed between the TMS Vendor and the UN. (a) The TMS Vendor will provide an adequate quantity of GDS hardware and software to provide all service described in this Terms of Reference. (b) The TMS Vendor will provide GDS access for UN Travel focal persons if required. (c) The TMS Vendor will load UN negotiated hotel rates into the GDS or otherwise make negotiated rates available to reservations at the UN. (d) The TMS Vendor will take all necessary steps to ensure that all Organization-negotiated airline programs are loaded into the GDS. The TMS Vendor will make best efforts to facilitate loading in a manner to allow automated pricing. In the event this is not reasonably practicable, the TMS Vendor will maintain computerized profile information on such discounts. (e) The TMS Vendor will not change the GDS used to serve the UN without the UN's approval of such change and will provide prompt notice of and access to all new technology enhancements.
- 36. On-line booking service** The TMS Vendor shall provide access upon request by the UN to an on-line booking service. For complex international travel with multiple airline discount program configurations, the UN reserves the right to implement an online reservations tool at such time as the UN believes available.

PART III – METHOD OF OPERATION.

- 37. Hours of Operation.** The TMS Vendor shall: (a) Provide full services from Monday to Friday between 08.00 am and 17.00 pm and half day service on Saturday between 08.00 am and 13.00 pm. (b) Notify the UN of names, hot-line and telephone numbers of the TMS Vendor's Indonesia personnel who are available during off business hours, on weekends and holidays to provide or assist with services if needed, for official and emergency travel. This group of personnel should be senior staff who is able to make decisions in case of emergency.
- 38. Responsiveness to clients' request** (a) The TMS Vendor will acknowledge walk-in travellers within five (5) minute of arrival and estimate the maximum waiting time based on volume at the time. The TMS Vendor will provide assistance within the maximum time specified. (b) The TMS Vendor will answer eighty (80) per cent of telephone calls within twenty (20) seconds. (c) The TMS Vendor will accept reservations and requests for travel information through electronic mail and all travel consultants will have e-mail access. All e-mail requests will be responded to within two hours of receipt during normal business hours. Whatever the form of request, the overall turnaround time between the request and the proposed booking shall be as follows: 1) for requests before 12 p.m., a reply before close of business of the same day and 2) for requests after 12 p.m., a reply by 10 a.m. the following day. (d) The TMS Vendor will accept reservations and requests for information through fax. All fax requests must be responded to within two hours of receipt during normal business hours.
- 39.** Statement of account or invoice for all travel requests shall be submitted to the concerned UN Agencies on a bi-weekly basis by attaching copies of the Travel Authorization and tickets/agent coupon. The statement of account shall show for each transaction, the country and currency in which all costs were incurred by the concerned UN Agencies, the date, the invoice number and the name of the concerned UN Agencies Traveller.
- 40.** Payment will be made within 30 (thirty) days after the receipt and certification of the TMS Vendor' invoice, which shall be submitted only after completion of the services to which it relates and only if respective UN Agency has certified that the services have been satisfactorily performed by the TMS Vendor. The

Travel Agency shall send an itemized official invoice to the designated representative of the UN Agency at the end of each month for all services provided to the respective UN Agency; The invoice price shall be disaggregated by ticket fare, different type of taxes, service fee and other charges (if applicable). Invoices for each transaction shall be retained during the agreement period with a maximum period of two (2) years. The TMS Vendor shall provide the concerned UN Agencies access to these documents. If the TMS Vendor does not deliver an invoice to UNDP/ UN Agencies for goods and or services within 12 months of the performance of the services or the delivery of the goods, then UNDP/ UN Agencies shall bear no responsibility to pay the said invoice.

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

Payment for Personal Travel Portions

- 42. Billing to Individuals for personal travel portions.** All charges associated with personal travel portions of official trips, including all transportation and fees for passport and visa services, shall be billed directly to travellers and excluded from invoices presented to the UN. The UN will not be liable for expenses related to personal travel portions, and reserves the right to audit all travel records to verify the accuracy of allocated costs between official and personal charges.

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

Personnel

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

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

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

46. Experience Requirements for personnel.

- a. In general the TMS Vendor shall assign the relevant personnel according to their technical know-how and reliability. The UN has the right to interview all prospective dedicated staff and to request replacement of any TMS Vendor employee for reasonable cause. The UN also reserves the right to do background checks on any/all travel provider staff that are assigned to the UN account. Whether or not the UN taking up such background checks, in no way diminishes the TMS Vendor's obligations and liabilities concerning its personnel.
- b. Travel Counsellors will have a minimum of three (3) years corporate travel experience.
- c. Not written in scoring matrix Branch Manager will have a minimum of eight (8) years travel industry experience. Minimum 4 years prior experience in managing or supervising a Business Travel Centre.
- d. The TMS Vendor shall make sure that their staffs are well trained on UN policies and procedures.
- e. In coordination with the UN Agencies, the TMS Vendor shall arrange training on UN policies and procedures.

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

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

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

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

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

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

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

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

55. The TMS Vendor shall establish and operate to monitor on a regular and continual basis the quality of travel services provided to the UN Agencies. These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the UN Agencies. The UN Agencies shall be notified of any deficiencies found and corrective action taken; such actions shall be included in the The TMS Vendor' quarterly narrative required under Reporting Scheme.

Program and Account Management.

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

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

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

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

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

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

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

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

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

62. **Senior Management Participation.** Arrange for representatives of senior management, otherwise not dedicated to the UN account to be available for quarterly meetings. The TMS Vendor should identify the name and title of senior manager responsible for the program, with at least one back up individual.

- 63. Service Performance Monthly Meetings.** The TMS Vendor will attend meetings bi-monthly, or on another schedule set by the UN, to review the following aspects of service performance: (a) Service Levels and Standards, including Customer Satisfaction. The TMS Vendor will present reports which address performance against all agreed service standards. The goal of such discussions will be to agree on appropriate responses to specific situations and identify overall trends and opportunities to improve services and to agree on corrective action plans as needed. (b) Service Costs and Productivity Issues. The TMS Vendor will review costs and revenues associated with the account, productivity of specific individuals and groups, and all other cost drivers for the account. The parties will discuss opportunities for reducing direct costs and agree upon appropriate actions to streamline operations without reducing service levels or satisfaction. Upon request, the TMS Vendor will provide separate analysis of performance against budget for any one or more UN Organizations and for the UN account as a whole. (c) Within four (4) business days following each such meeting, the TMS Vendor will submit minutes of the meeting which specifically identify all agreed upon actions to be undertaken by the TMS Vendor or the UN, together with specific timelines for each deliverable. (d) Prior to each meeting, the TMS Vendor will prepare an agenda which summarizes the primary topics and objectives of the meeting as well as the status of all pending deliverables. The TMS Vendor will e-mail the agenda to the Travel Managers at least 2 days in advance of the meeting.
- 64. New Products and Services.** The TMS Vendor will advise the UN of new TMS Vendor travel products and services and new third party travel products and services.
- 65. Management Information (MI) Report Production.** Provide analysis of MI reports and impact on the UN's travel management program.
- 66. Business Plan and resulting Key Performance Indicators (KPIs),** including a timeline for accomplishing specific objectives. The intent of these documents shall be to identify areas of the UN's travel program that can be targeted for savings/improvement and the associated cost and timelines associated with each task. The parties will revise the Business Plan periodically as mutually agreed. TMS Vendor will provide monthly progress reports on performance against the Business Plan.
- 67. Financial Audit.** The UN will require that the TMS Vendor retain all financial documents related to the cost and revenues of its account for a period of at least five (5) calendar years following the termination of any agreement with the TMS Vendor. The UN will have the right to audit any of these financial records or documents at any time during the TMS contract and for five (5) years beyond its expiration. In the event that any financial audit identifies revenues which Vendor failed to credit properly or errors in reporting expenses, then the TMS Vendor agrees to reimburse the UN for any such shortfall or overage, plus the cost of the audit, plus interest on the amount of such discrepancy dating to the original discrepancy. Interest will be calculated at 9%.
- 68. Fare Audits.** The TMS Vendor agrees to cooperate with periodic independent audits of fares offered. The TMS Vendor will reimburse the UN for any amounts by which fares offered to travellers have exceeded the lowest applicable fare identified by the third party auditor within the context of UN travel policy.
- 69. Errors** If the percentage of errors discovered for a particular period exceeds two percent, the UN will multiply the average dollar amount of the errors discovered by the audit by the percentage of passenger name records (PNRs) containing errors and the total transactions for the period. The TMS Vendor will reimburse the UN for this amount. To illustrate, if the average error is \$50 and the error occurs on 3% of all PNRs, the amount due for a period with 1,000 transactions would be \$1,500 (\$50 times 3% times 1,000).

PART IV – MANAGEMENT INFORMATION REPORTING.

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

- Quarterly Production Statistics;
- Quarterly Carrier – Route – Fare Analysis and Production/Volume of Business containing the following minimum information: name of requesting unit (UN Agency), ticket number, passenger name, travel dates, itinerary, ticket price, service fee applied;
- Changes and Update on Airline Rates, promotions, policy changes, etc., immediately upon the receipt of the advice;
- Reports listed below with data refreshed monthly and made available at a consolidated level as well as by organization.

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

Any ad hoc reports requested that do not require extensive searches for data and/or extensive data comparison to be delivered by electronic means within two business days. Those ad hoc report requests that require extensive data search and/or extensive data comparison will be delivered according to an agreed upon delivery time.

- Exception Reports
 - Rolled up by organization, Traveller, Lost Savings Amount, with following details
 - 1. Specified Class of Service (requests for Y class fares) – used to improve upgrade chances
 - 2. Declined to flight time preference
 - 3. Declined due to carrier preference
 - 4. Declined due to penalty or restriction - (Refundable vs. Non-refundable, Use of International Restricted Fares)
 - 5. Declined due to airport preference
 - 6. Approved standard of accommodation exception
- Non-Refundable Ticket Tracking

- Crisis reporting – whose where – on demand
- Monthly Service Level Report
- Financial statement with revenues, expenses and associated support documentation. This will include transactional level detail for any activity based pricing (e.g. after hour calls).

PART V – OTHER TERMS

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

72. Transitional Service. In the event any ensuing Contract is terminated for any reason other than termination by TMS Vendor for the UN's breach, or expires by its own terms and a successor travel management company is selected by the UN, the TMS Vendor will, if requested by the UN to do so, continue to provide Services as provided for under this Contract, for a period of time not to exceed one hundred twenty (120) days (the "Transitional Services") effective on the first day following expiration of this Contract or the last day of the notice period defined above, (the "Transitional Service Period"). At the option of the UN, and on its specific request and with advance notice to the TMS Vendor, all or part of Transitional Services may be discontinued by the UN at any time upon no less than sixty- (60) days prior written notice to TMS Vendor. (a) The TMS Vendor will use all reasonable efforts to cooperate fully in assuring the UN and its travellers with a continued and uninterrupted service during the Transitional Service Period. The TMS Vendor will use commercially reasonable efforts not to reassign dedicated employees during the Transitional Service Period in accordance with applicable laws, to ensure an orderly and cost effective transition with no adverse impact on service levels required by the UN and its travellers. However, in the event that any TMS Vendor employee requests reassignment, the TMS Vendor may comply with such request without being in breach of this contract. (b) Subject to data protection requirements and to obtaining the necessary consents from travellers to transfer personal data to a new supplier, at the request of the UN and at no cost to the UN, other than costs imposed by third parties, such costs requiring advance notice to and approval by the UN, the TMS Vendor will transfer and/or provide access to the UN and/or its designated successor travel management company or companies all the UN travel data including passenger name records ("PNRs") and profiles in the format as such data appears on the TMS Vendor's systems. Unless agreed otherwise by the UN, the TMS Vendor will not ticket the UN traveller PNRs for travel booked more than one month after the transition in which the successor travel management company commences service for the UN, including, but not limited to, UN meetings and group travel. (c) The TMS Vendor may at its option release dedicated staff willing to stay with the UN's account and requested by the UN from any restrictive employment agreements, subject to local laws. Except as may be required by local laws and except for third party imposed fees or costs which have been approved and accepted by the UN, the TMS Vendor will not impose on the UN or the successor TMS Company, any special or additional fees or costs involved in or related to the transfer of Services, including but not limited to, equipment de-installation, severance for employees, leasehold obligations, data transfer or handoff, management time cooperating with the new travel company, or other time related to the orderly transfer of business to the new travel management company.

Disclaimers

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

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

Qualification of the Successful Vendor:

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

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

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

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

The nominated travel experts in the proposal must be the employee who will be responsible for the management of travel services to UN Agencies in Indonesia the entire period set for this contract. If the travel expert decided to terminate her/his services with the travel agency, the letter must notify UN PIC one month in advance and attach to the letter the Curriculum Vitae of the proposed replacement of the travel expert. UN has the right to reject the newly nominated travel expert if found to be not competent enough to handle the management of the travel services. In the event of failing to assign experienced personnel, UN participating agencies in Indonesia shall have the right to terminate the contract. Other expertise needed and facilities required shall be sourced from the existing capacity of the Travel Agency. The Travel Agency shall have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service at all times under the contract.

Annexes to the TOR

Annex 1 - Service Level Agreement

Annex 2 - UN Agencies Travel Production Report

Annex 3 – Standard Operational Procedure (SOP)

Annex 4 – Sample of Long-Term Agreement (LTA) & General Terms and Conditions

Annex 1

SERVICE LEVEL AGREEMENT

Performance Standards and Service Level Guarantees:

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

TRAVEL MANAGEMENT SERVICES

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

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

			indication of insurance coverage, etc.			
STAFF						
9.	Number of Personnel	<ul style="list-style-type: none"> Adequate number of personnel at each office/branch/location, with at least 2 travel counsellors servicing each location which will be used/utilized to provide the service under the LTA 	<ul style="list-style-type: none"> Monthly Report by the Travel Agent 	Monthly		
10.	Cultural sensitivity	<ul style="list-style-type: none"> Staff shall be mindful of dealing with UN staff 	<ul style="list-style-type: none"> General Survey Working Group Monthly report by the Travel Agent 	Monthly		
11.	Health	<ul style="list-style-type: none"> Healthy staff 	<ul style="list-style-type: none"> Medical testing prior to commencement of work proper rest afforded to staff 	Upon request		
OPERATIONAL REQUIREMENTS						
12.	Business Hours	<ul style="list-style-type: none"> Service hours: Monday – Friday between 8.00 am and 17.00 pm and half day service on Saturday between 8.00 am and 13.00 pm. Except UN Holidays The client telephone calls are handled efficiently and are answered by a travel staff 	<ul style="list-style-type: none"> Monthly report by the Travel Agent 	Monthly (subject to random inspections)		
13.	Responding to telephone calls	<ul style="list-style-type: none"> The client telephone calls are handled efficiently and are answered by a travel consultant Where required, return call will be made within the hour of the last contact 	<p>If a call monitoring system is not implemented:</p> <ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent <p>If a call monitoring system is implemented:</p> <ul style="list-style-type: none"> 80% of calls answered by a travel consultant 			Subject to implementation of a call monitoring system, 0.15% reduction in management fee if rate falls below 80% and 0.30% reduction in management fee if rate

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

		market "Travel Agent's" services	<ul style="list-style-type: none"> Monthly report by the Travel Agent 			
SERVICES						
18.	Ticketing	<ul style="list-style-type: none"> Timely ticketing is prior to fare validation/ client's departure date 	<ul style="list-style-type: none"> 100% accuracy of overall reservation quality monitoring General Survey Working Group Monthly report by the Travel Agent 	Monthly Sample audit by the Travel Agent		
19.	Accuracy of client data	<ul style="list-style-type: none"> Accuracy of data provided as required by the client for MIS purposes Update profile data on systems within 3 working days of receipt 	<ul style="list-style-type: none"> 100% accuracy of overall reservation quality monitoring General Survey Working Group Monthly report by the Travel Agent 	Monthly Sample audit by the Travel Agent		
20.	Special client Preferences	<ul style="list-style-type: none"> Frequent Flyer/ Seating/ Meal Preferences updated in reservation per client profile requirements 	<ul style="list-style-type: none"> 100% accuracy of overall reservation quality monitoring General Survey Working Group Monthly report by the Travel Agent 	Monthly Sample audit by the Travel Agent		
21.	Visa requirements	Visa requirements shall be included on the itinerary at the time of booking by the Travel Agent	<ul style="list-style-type: none"> 100% accuracy of overall reservation quality monitoring General Survey Working Group Monthly report by the Travel Agent 	Monthly Sample audit by the Travel Agent		
22.	Corporate Discount Programs	<ul style="list-style-type: none"> Accuracy of obtaining client negotiated hotel/ air rates and other rates Access to Preferred Extras Hotel Program 	<ul style="list-style-type: none"> 100% accuracy of overall reservation quality monitoring General Survey Working Group Monthly report by the Travel Agent 	Monthly		

23.	Travel Restrictions and Security clearance	<ul style="list-style-type: none"> • Information on travel advisories for all locations • Advice for travellers of potential safety/security risks, including health alerts and warnings 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
24.	Refunds	<ul style="list-style-type: none"> • To monitor the processing time of simple (electronic) and complex (non-electronic/ int'l partial) refunds of airline tickets issues for commercial IATA Airline scheduled services • The Travel Agent will issue a refund notification and process the refund with the carrier within 48 hours of receipt. 	<ul style="list-style-type: none"> • 100% of Domestic refunds (electronic) will be submitted within 48 hours of notification of the cancellation. • 100% of International/paper refunds will be processed within 72 hours of notification of the cancellation • Verification of residual value of partially used tickets refunded by carriers • Any differences between clients' calculation and the actual refund to be justified by the vendors calculation • 80% of all documents returned to the travel agent, will be credited to the customer account within 90 days of the receipt of document 	<ul style="list-style-type: none"> • Monthly (subject to random inspections) • Year-end closing 		
25.	Emergency and after hours support	<ul style="list-style-type: none"> • Emergency reservation services shall be available • Notify clients and identify affected travellers anywhere in the world during 	<ul style="list-style-type: none"> • Emergency reservation services shall be available 24 hours a day, every day 	Monthly		

		<p>emergency situations</p> <ul style="list-style-type: none"> Travellers have access to local support during crisis situations 	<ul style="list-style-type: none"> Operators shall be fluent in English 			
26.	VIP Services	<ul style="list-style-type: none"> VIP client telephone calls are handled efficiently and are answered by a Site Manager 	<ul style="list-style-type: none"> 100% of calls answer by a travel consultant within 4 rings (or 20 seconds) Monthly report by the Travel Agent Monthly meeting with executive secretary to discuss travel plan 	Monthly		
27.	Online booking service	<ul style="list-style-type: none"> Client and traveller has access to online booking system 	<ul style="list-style-type: none"> General Survey 			
CUSTOMER SATISFACTION						
28.	General Survey	<ul style="list-style-type: none"> Meets customer needs Implementation of survey results 	<ul style="list-style-type: none"> survey conducted at least annually participation in Working Group 	Semi -annually		
29.	Customer satisfaction	<ul style="list-style-type: none"> Customers shall be satisfied with service and delivery 	<ul style="list-style-type: none"> 80% overall satisfaction indicated as good, very good, or excellent General survey 	As and when required		If customer satisfaction falls below 80%, the Travel Agent will submit an action plan for improvement within 60 days of receipt of detailed survey results.
30.	Customer Inquiries	<ul style="list-style-type: none"> To track non-compliance to service standard and issues requiring corrective action by the Travel Agent 	<ul style="list-style-type: none"> 99% of all transactions will not result in a customer issue/ inquiry Monthly report by the Travel Agent 	Monthly		Measured as a total of transactions on a monthly basis
31.	Acknowledgement of	<ul style="list-style-type: none"> Written acknowledgement 	<ul style="list-style-type: none"> Written acknowledgement 	As required		

	problem	<p>provided to relevant person within 24 hours</p> <ul style="list-style-type: none"> • Verbal acknowledgement • Regular advice of progress 	nt to relevant person within 24 hours			
32.	Complaints/Inquiries	<ul style="list-style-type: none"> • Prompt response • Ability to handle complaints online • Ability to track noncompliance to service standard and issues requiring corrective action • Ability to report 	<ul style="list-style-type: none"> • Response within 24 hours from the date the inquiry is received from the customer • Report of inquiries/ complaints provided to the UN • Evaluation by Working Group 	Monthly		
33.	Issue resolution requiring corrective action by the travel agent	<ul style="list-style-type: none"> • To track non-compliance to service standard and issues requiring corrective action by the Travel Agent 	<ul style="list-style-type: none"> • Resolve 95% of customer complaints requiring corrective action by the Travel Agent within 5 Working Days • Monthly report by the Travel Agent from Action Item Management System (AIMS) 	Monthly		
34.	Issue resolution (urgent case)	<ul style="list-style-type: none"> • To track non-compliance to service standard and issues requiring corrective action by the Travel Agent 	<ul style="list-style-type: none"> • Resolve 95% of customer complaints requiring corrective action by the Travel Agent within 3 Working Days • Monthly report by the Travel Agent 	Monthly		
35.	Issue resolution requiring corrective action by a third party	<ul style="list-style-type: none"> • To track non-compliance to service standard and issues requiring corrective action by a third party (i.e. hotel, car/bus rental company) 	<ul style="list-style-type: none"> • Resolve 95% of customer complaints requiring corrective action by the Travel Agent within 10 Working Days 	Monthly		

			<ul style="list-style-type: none"> Monthly report by the Travel Agent 			
36.	Voids	<ul style="list-style-type: none"> Ticket voidance is accepted within one day 	<ul style="list-style-type: none"> Monthly report by the Travel Agent 			
MANAGEMENT INFORMATION						
37.	Reports	<ul style="list-style-type: none"> Prepare monthly reports in both paper and electronic copies (including reports as per Contract/TOR. (Portfolio/email/travel (PET) @Work Enhanced Reports) of the Proposal 	<ul style="list-style-type: none"> The Travel Agent shall submit a copy of monthly reports in both paper and electronic copies to UNDP by the 22nd of the following month Any delays must be documented prior to the 22nd Reports Log 	Monthly		Subject to the travel agent providing training on web-based reports
38.	Airline agreement reports	<ul style="list-style-type: none"> Prepare bi-monthly local and international airline agreement reports indicating volume by UN Agency by airline agreement 	<ul style="list-style-type: none"> Reports Log 	Bi-monthly		
CUSTOMER PROFILE						
39.	Organizational profile	<ul style="list-style-type: none"> Implement UN travel Policy 	<ul style="list-style-type: none"> Reports 	Yearly		
SAFETY						
40.	Health and safety of staff	<ul style="list-style-type: none"> first-aid kit The Travel Agent shall provide an information service to notify the travellers of airport closings, cancelled or delayed flights, trains, buses or sea voyages and strike situations as well as of local political or safety conditions which may affect travel to any particular destination The Travel Agent shall provide travellers with 	<ul style="list-style-type: none"> first aid kit should consist of waterproof plasters, medicated oil, iodine solution, gauze, paracetamol, calamine lotion, burnol ointment 	Monthly (subject to random inspections)		

		advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for travel to certain countries or area				
		CLIENT DOCUMENTATION				
41.	Itinerary (Document)	<ul style="list-style-type: none"> • Full chronological itinerary, with all reservation details: status of reservation, arrival and departure times, transfers and carriers used, quoted fares in IDR or US dollar • 100% of all itineraries should be sent by e-mail 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
42.	Itinerary (Air)	<ul style="list-style-type: none"> • Date of travel, flight information (including connection times, seat assignment, meals, wait-list information, terminal and check-in time) in English 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
43.	Itinerary (Hotel & Car)	<ul style="list-style-type: none"> • Arrival dates, confirmation number, rate secured, guaranteed reservation information, time limit required for cancellation in English • Pick-up location, rate booked, class of vehicle, confirmation number • Provide access to the Travel Agent on-line reservation system 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		
44.	Itinerary (Remarks)	<ul style="list-style-type: none"> • 100% of itineraries include standardized remarks (Travel Agent's and/or relevant clients 	<ul style="list-style-type: none"> • General Survey • Monthly report by the Travel Agent 	Monthly		

		procedural reminders)				
45.	Checking of Travel Documents	<ul style="list-style-type: none"> All documents subject to a final check prior to delivery/dispatch Documents will reflect the reservation status as shown on the itinerary 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
DOCUMENT DELIVERY						
46.	Time Frame	<ul style="list-style-type: none"> 100% of all ticketed documents, including confirmation of E-ticket availability, delivered no later than 24 hours prior to departure, unless booking occurs within that period 	<ul style="list-style-type: none"> Monthly report by the Travel Agent 	Monthly		
47.	Last Minute Ticket Requirements	<ul style="list-style-type: none"> Ticketing and delivery from nearest local branch office which can be used/utilized to provide the service under the LTA 	<ul style="list-style-type: none"> Monthly report by the Travel Agent 	Monthly		
48.	Delays	<ul style="list-style-type: none"> Traveller will be promptly informed of any schedule changes, airport closings or strikes 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
49.	Co-operation with other Travel Agencies / Carriers	<ul style="list-style-type: none"> Collection and handling of incoming documents for travellers 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
FARE RATE OFFERING						
50.	Air-Fare Audit	<ul style="list-style-type: none"> Ensure travel counsellors are providing the lowest airfare in agreement with the United Nations Travel Policy 	<ul style="list-style-type: none"> 100% accuracy of international and domestic fares within the United Nations Travel Policy Monthly report by the Travel Agent on use of lowest fare as specified in the RFP and eventually in the direct 	As and when required		

			Agreements with airlines			
51.	Air Fares	<ul style="list-style-type: none"> 100% of booking – most direct and economical route in compliancy with UN rules and regulations Provide quotation of two or three fares for comparison Verification by a senior travel counsellor (airfare specialist); supported by creative ticketing techniques and Travel Agent's air service department 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
52.	Cost Estimates	<ul style="list-style-type: none"> Providing cost estimates for budgeting purposes and for negotiated fares for conferences within three working days Providing airfares and conditions at local market fares from top countries / destinations to Jakarta (price catalogue every 6 months) 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
53.	Re-Routings or Re-Issuance or Cancellations	<ul style="list-style-type: none"> Calculation of differences in fare (add-on or refund) according to IATA regulations and make all necessary re-booking including endorsement to other carriers if required 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
54.	Hotel Rate (additional service)	<ul style="list-style-type: none"> 100% of bookings (internationally - lowest available rate (clients or Travel Agent-negotiated), in compliance with travel policy 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
55.	Car/Bus Rental	<ul style="list-style-type: none"> lowest available rate 	<ul style="list-style-type: none"> 100% of bookings - lowest available rate 			

56.	Pricing schedule	<ul style="list-style-type: none"> Schedule of estimated standard cost by destinations / zones will be made available in an electronic format to be easily uploaded to UN/OMT's intranet 	<ul style="list-style-type: none"> Access to information via client extranet 	Monthly		
MISCELLANEOUS						
57.	Lost, Stolen or Mislaid Tickets	<ul style="list-style-type: none"> Act as liaison agency between the airline and the traveller to resolve issues of lost or stolen tickets Replacement of documents in agreement with Clients Assistance to the traveller in filling out appropriate airline forms and filing them with the airline 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
58.	Documents / Travel Agent Locations Network	<ul style="list-style-type: none"> A complete, updated listing of Travel Agent agencies, partners / representatives to be provided in an electronic format in order for clients to upload it on their intranets 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
59.	Destination Information	<ul style="list-style-type: none"> Advice and recommendations on country of destination, climate conditions, national and religious holidays, passport and visa requirements, Travel Agent locations in country of destination, time zones 	<ul style="list-style-type: none"> General Survey 	As required		The Travel Agent must notify immediately updates/ changes to country, visa and travel agent information
60.	UN Pouch delivery	<ul style="list-style-type: none"> Provide shipment of incoming and outgoing pouch twice a week. 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
61.	Government administrative formalities	<ul style="list-style-type: none"> Provide assistance in obtaining of <i>Dinas</i> visa 	<ul style="list-style-type: none"> Maximum 15 working days except for Aceh 	Monthly		

	on <i>Dinas</i> visa		and Papua which is more than 15 working days			
62.	Foreign visa	<ul style="list-style-type: none"> Provide assistance in obtaining of foreign visa 	<ul style="list-style-type: none"> Maximum 15 working days and for Schengen visa is 15 working days. 	Monthly		
63.	Duty free facility (<i>PP-19</i>) for project goods, office/staff duty free vehicle and personal effects.	<ul style="list-style-type: none"> Provide assistance in obtaining PP-19 for project goods 	<ul style="list-style-type: none"> Maximum 10 working days for project goods and personal effects and 15 working days for vehicles. 	Monthly		
64.	Car license	<ul style="list-style-type: none"> Provide assistance in obtaining the license 	<ul style="list-style-type: none"> Maximum 15 working days 	Monthly		
65.	Billing	<ul style="list-style-type: none"> Zero-Error or no discrepancy between invoices and attachments 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
66.	Provide cash distribution / cash advance to multiple workshop participants as requested by UNDP and its Associated Agencies Travel Unit Staff	<ul style="list-style-type: none"> Within maximum five (5) working days 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		
67.	Complaint and Disputes	<ul style="list-style-type: none"> Written acknowledgement provided within 24 hours. Within ten (10) days disputes and misunderstanding are resolved. 	<ul style="list-style-type: none"> General Survey Monthly report by the Travel Agent 	Monthly		

Annex 2

UN Agencies Travel Production Report

DOMESTIC, From Year 2017 To Year 2019

NO	TOP TEN CITY PAIRS	NUMBER OF TICKETS
1	CGK-DPS	1,278
2	CGK-SUB	1,168
3	CGK-JOG	1,157
4	CGK-PKU	801
5	CGK-UPG	632
6	CGK-MDC	619
7	CGK-KNO	574
8	CGK-PNK	496
9	CGK-KOE	350
10	CGK-PLW	298

INTERNATIONAL, From Year 2017 To Year 2019

NO	CITY PAIRS	NUMBER OF TICKETS
1	CGK-BKK	510
2	CGK-KUL	187
3	CGK-SIN	115
4	CGK-MNL	67
5	CGK-ICN	64
6	CGK-FRA	24
7	CGK-HEL	24
8	CGK-NRT	23
9	CGK-KMG	21
10	CGK-PEK	18

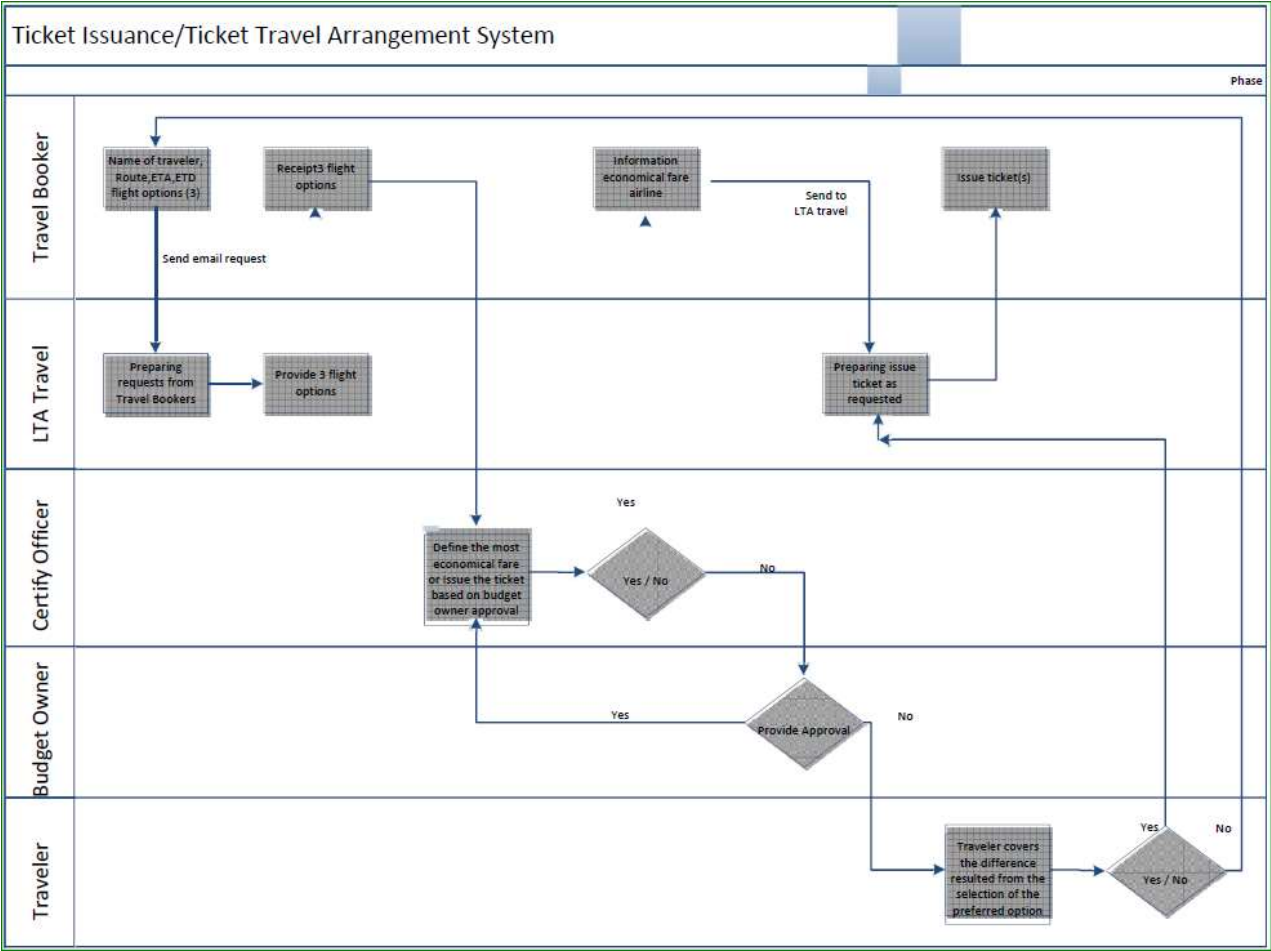
CASH DISTRIBUTION from Year 2017 To Year 2019

Period	Amount (IDR)	Amount (USD)
Year 2017	20,135,662,722	1.391.545
Year 2018	21,474,873,297	1,484,096
Year 2019	18,525,685,456	1.280.282

Annex 3

Standard Operational Procedure (SOP)

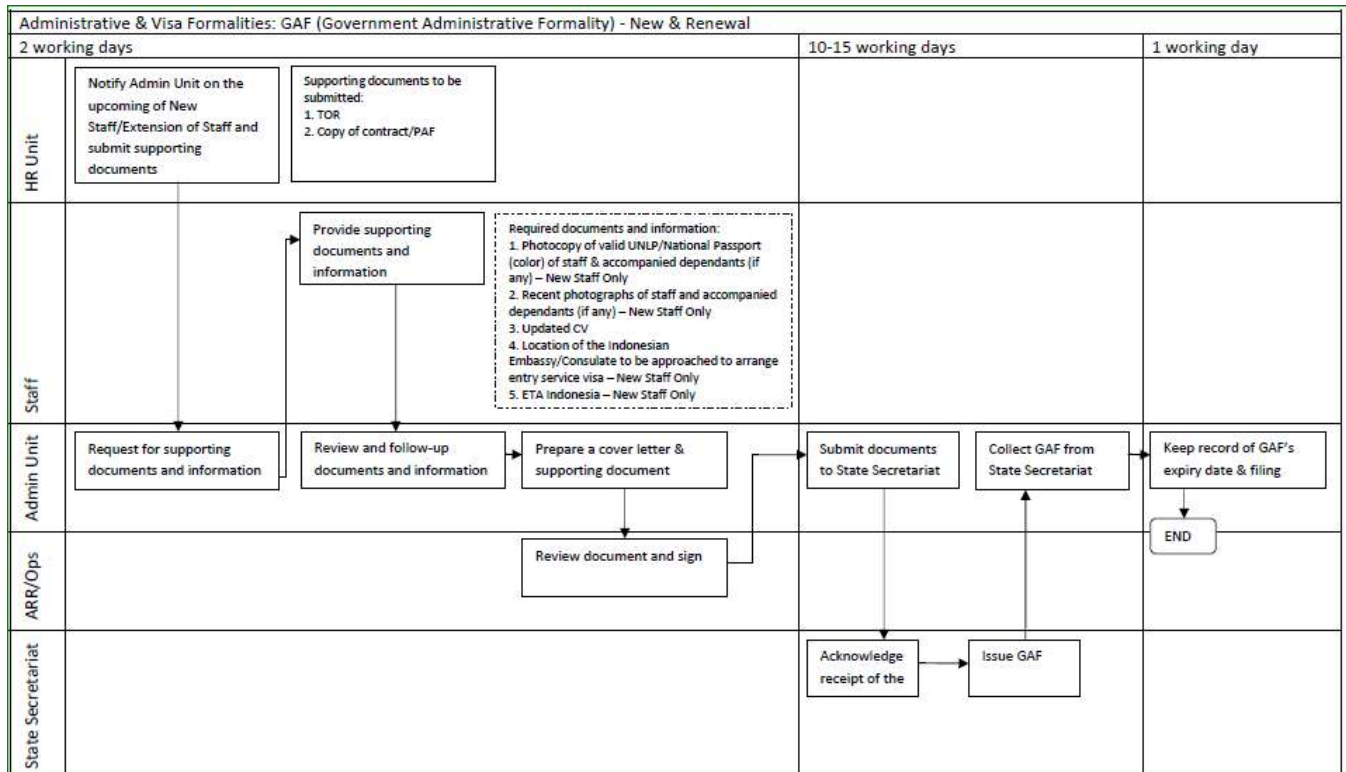
SOP Ticket Issuance Travel Arrangement



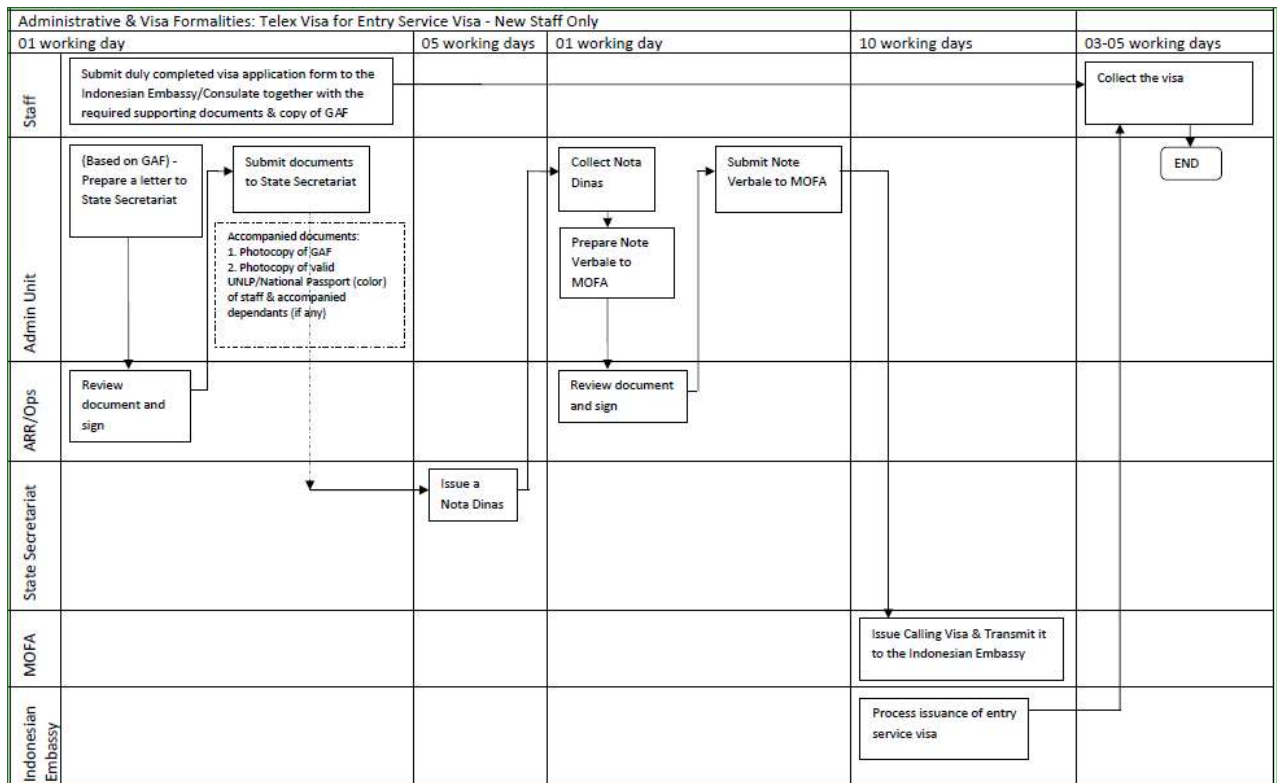
SOP Foreign Visa for Travelling outside Indonesia

Requester	UNDP Admin Unit	LTA Travel	FRMU
<p>To inform UNDP Admin Unit on the Request of the Foreign Visa.</p> <p>Documents to be provided:</p> <ol style="list-style-type: none"> 1. Completed Application for Visa 2. Photograph 3. Original Passport 4. Other required related documents 	<p>Verify the documents submitted and prepare the request for Visa application. Send the request to the LTA Travel</p>	<p>Receive the request and its documents, submit and follow up to the Foreign Embassy.</p>	
		Collect visa, prepare invoice	
<p>Requester/project PIC will review-verify the invoice and get budget owner approval for further payment process</p> <p>Request for payment will be send to FRMU</p>			<p>To validate the invoice and supporting document and send to GSSU for voucher creation</p>

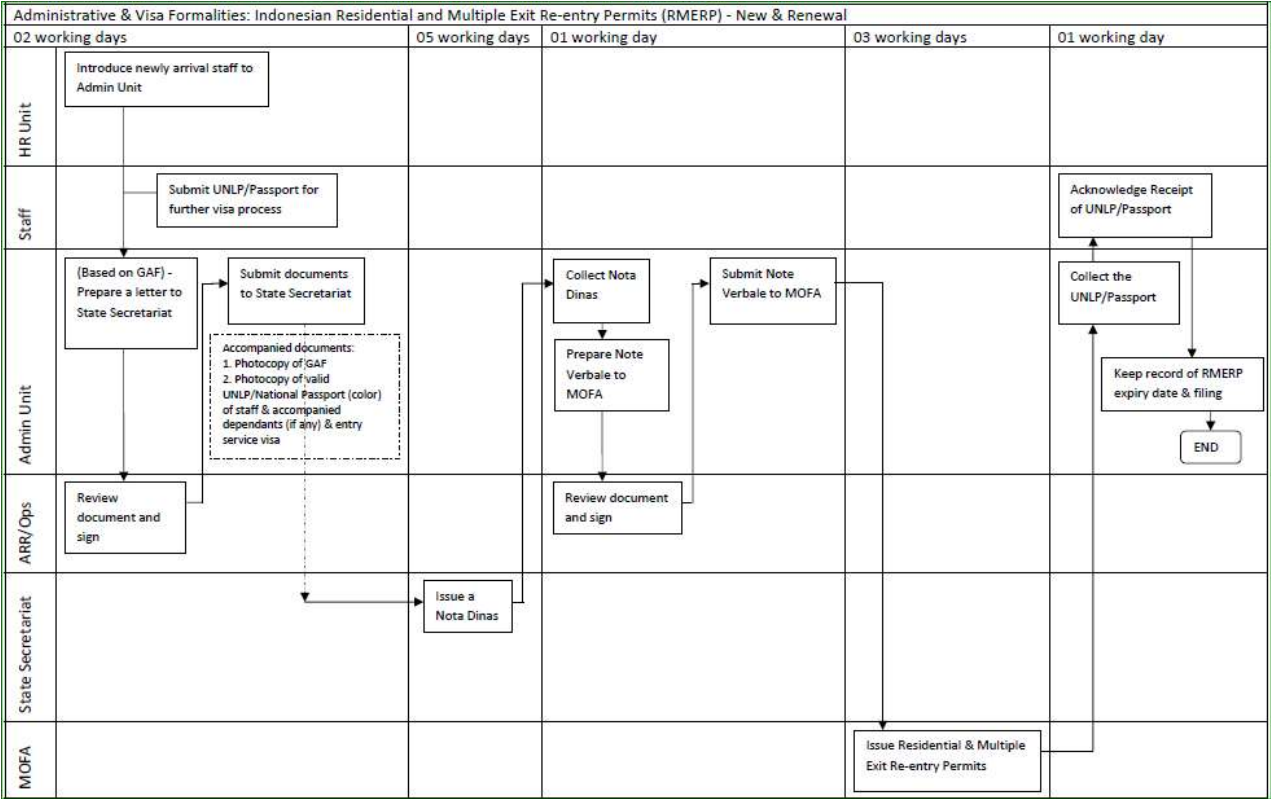
SOP Travel Section-GAF



SOP Travel Section-Telex Visa



SOP Travel Section-Visa RMERP



Annex 4

Sample of Long-Term Agreement (LTA)

**Contract for Goods and/or Services
Between the United Nations Development Programme and
[Contractor's name]**

1. Country Where Goods Will be Delivered and/or Services Will be Provided: Indonesia
2. This Contract is a result of UNDP: <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:
3. Contract Reference (e.g. Contract Award Number):
4. Is this a Long Term Agreement?: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If this is an LTA, please note that Article 3 of UNDP's General Conditions of Contract (Long Term Agreement) apply.</i>
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods and services
6. Summary Description of Goods and/or Services:
7. Term/Period of Contract Contract Starting Date: Contract Ending Date:
8. Total Ceiling Amount of Contract for 3 years:
9. Total Value of Goods and/or Services: <input type="checkbox"/> if the amount in Block 8 is below US\$50,000 and the contract is for Services only– UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input checked="" type="checkbox"/> for all other Contract – UNDP General Terms and Conditions for Contracts apply
10. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement
11. Contractor's Name: Address: Country of incorporation: Website:
12. Contractor's Contact Person's Name: Title: Address:

Telephone number: Fax: Email:
13. UNDP Contact Person's Name: Title: Address: Telephone number: Fax: Email:
14. Contractor's Bank Account to which payments will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments: N/A

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

- This face sheet ("Face Sheet").
- UNDP General Terms and Conditions for Contracts referred to in Block 9 above
- Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, and schedule of payments.
- The Contractor's proposal dated [...] as clarified by the agreed minutes of the negotiations meeting, dated [...]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

United Nations Development Programme

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

- 1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
- 1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

- 2.1** The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.
- 2.2** To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

REV.: SEPTEMBER 2017

UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS

PAGE 1

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

- 2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

- 3.1** UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.
- 3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.
- 3.3** The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.
- 3.4** The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
- 3.5** In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
- 3.6** The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.
- 3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

- 4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.
 - 4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
 - 4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:
 - 4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.
 - 4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.
- 4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.
 - 4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the

maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

- 4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.
- 4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.
- 4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.
- 4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

- 5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.
- 5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

- 6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.
- 6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

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

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and

(ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the

Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

- 11.4 TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.
- 11.5 WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:
- 11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
 - 11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;
 - 11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
 - 11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
 - 11.5.5 The Goods are new and unused;
 - 11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;
 - 11.5.7 During any period in which the Contractor’s warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,
 - 11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor’s warranties under the Contract.
- 11.6 ACCEPTANCE OF GOODS:** Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.
- 11.7 REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:
- 11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; or,
 - 11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or,

- 11.7.3 replace the Goods with Goods of equal or better quality; *and*,
- 11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 **TITLE:** The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to

be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

- 12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of

the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

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13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

16.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

16.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 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 UNDP, shall be made available for use or inspection by 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.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR

THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

18.1 The Recipient shall:

18.1.1 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*,

18.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

18.2 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 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser's prior written consent; *and*,

18.2.2 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:

18.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

18.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

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18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

- 20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
- 20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
- 20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
- 20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
- 20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
- 20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;
- 20.3.7 complete performance of the work not terminated; *and*,
- 20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with

the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

- 20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
- 20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
- 20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
- 20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or nonlegal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 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 23.1, 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. 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") and Article 34 ("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.

- 24. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

25. TAX EXEMPTION:

25.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

25.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating

to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, postpayment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on

“Post-employment restrictions”, and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

- 31.1** The UN Supplier Code of Conduct;
- 31.2** UNDP Policy on Fraud and other Corrupt Practices (“UNDP Anti-fraud Policy”);
- 31.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
- 31.4** UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;
- 31.5** UNDP Vendor Sanctions Policy; and
- 31.6** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) 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.

34. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse.” In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35.3 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.

ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and

that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted. Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we *embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.*

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ 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 ▪ Trade name registration papers, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Copy of Notarial deed ▪ IATA membership is a must and others like PATA/ASITA/ASEANTA membership

- MIS reports (at least 14 types) as indicated in TOR
- List of clients as indicated in TOR
- CVs of personel as indicated in TOR
- Turnover chart as indicated in TOR
- List of available branches/ affiliates/ sub agents within Indonesia and worldwide as indicated in TOR which can be used/utilized to provide the service under the LTA.
- Implementation evidence of CRS/GDS
- Organization chart
- Agreements with airlines/ hotels/ catering providers/ communication equipment rental companies as indicated in TOR
- Filled out SERVICE LEVEL AGREEMENT
- Quality Certificate (e.g., ISO 9001 etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any
- Latest Audited Financial Statement (Income Statement and Balance Sheet) for the past three years (2019, 2018, 2017).
- 3 Statements of Satisfactory Performance from the Top 10 Clients in terms of Contract Value the past 5 years
- All information regarding any past and current litigation during the last five (5) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

FORM D: QUALIFICATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 5 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

- ☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year 2019	USD
	Year 2018	USD
	Year 2017	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1 (Year 2019)	Year 2 (Year 2018)	Year 3 (Year 2017)
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

- ☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:
- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
 - Historic financial statements must be audited by a certified public accountant;
 - Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: FORMAT OF TECHNICAL PROPOSAL

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder’s proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION						
<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. Provide copies of company registration certificate issued by state authorities and letter of good standing from the bidder’s bank.</p> <p>1.2 Years of IATA membership: Provide copies of IATA accreditation certificate and other certificates of professional membership in travel management associations etc.</p> <p>1.3. Reliability (References, and letters of recommendations): Provide letters of recommendation from clients and business partners.</p> <p>Provide the following information of minimum 3 (three) ongoing or completed contract for similar services regarding corporate experience within the last five (5) years with one of the contracts at least USD 2,000,000 per year and one of the clients from IGO (Inter Governmental Organization), embassies, multinational corporations in Indonesia which are related or relevant to those required for this Contract.</p>						
Name of project	Client	Contract Value	Period of activity and Work Location	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - Travel Agency Capability, Expertise

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

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

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

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

SECTION 3: Personnel Competence

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

3.2. Qualification & Professional Experience of Branch Manager:

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

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

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

SECTION 4: Methodology / Work Approach and Value Additions

4.1 Process for Billing / MIS and Contract Management:

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

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

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

achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

4.3 Value Additions / Innovation on services provided

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

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

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

Format for CV of Proposed Key Personnel

NAME OF PERSONNEL	[INSERT]
POSITION FOR THIS ASSIGNMENT	[INSERT]
NATIONALITY	[INSERT]
LANGUAGE PROFICIENCY	ENGLISH (FLUENT)

EDUCATION/ QUALIFICATIONS	<i>[SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS OBTAINED.]</i>
	[INSERT]
PROFESSIONAL CERTIFICATIONS	<i>[PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES]</i>
	<ul style="list-style-type: none">▪ NAME OF INSTITUTION: [INSERT]▪ DATE OF CERTIFICATION: [INSERT]
EMPLOYMENT RECORD/	<i>[LIST ALL POSITIONS HELD BY PERSONNEL (STARTING WITH PRESENT POSITION, LIST IN REVERSE ORDER), GIVING DATES, NAMES OF EMPLOYING ORGANIZATION, TITLE OF POSITION HELD AND LOCATION OF EMPLOYMENT. FOR EXPERIENCE IN LAST FIVE YEARS, DETAIL THE TYPE OF ACTIVITIES PERFORMED, DEGREE OF RESPONSIBILITIES, LOCATION OF ASSIGNMENTS AND ANY OTHER INFORMATION OR PROFESSIONAL EXPERIENCE CONSIDERED PERTINENT FOR THIS ASSIGNMENT.]</i>

EXPERIENCE	
	[INSERT]
	[PROVIDE NAMES, ADDRESSES, PHONE AND EMAIL CONTACT INFORMATION FOR TWO (2) REFERENCES]

<div data-bbox="228 806 430 840" data-label="Section-Header"><p>REFERENCES</p></div>	<div data-bbox="578 367 786 401" data-label="Text"><p>REFERENCE 1:</p></div> <div data-bbox="578 659 708 693" data-label="Text"><p>[INSERT]</p></div>
<hr data-bbox="228 1171 542 1173"/>	<div data-bbox="578 1245 786 1278" data-label="Text"><p>REFERENCE 2:</p></div> <div data-bbox="578 1537 708 1570" data-label="Text"><p>[INSERT]</p></div>

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____
Title: _____
Date: _____
Signature: _____

[Stamp with official stamp of the Bidder]

FORM G: FINANCIAL PROPOSAL FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: [Insert Currency]

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

1.c VIP Lounge Services and Special Protocol Assistance, i.e getting large groups through immigration, special visa and longer stay arrangements at the airport included Provide transport to the hotel from the airport and vice versa.			
2. Other cities within Indonesia			
2.a Normal meet and greet at the airport			
2.b Welcome travelers at the airport			
2.c VIP Lounge Services and Special Protocol Assistance, i.e getting large groups through immigration, special visa and longer stay arrangements at the airport included Provide transport to the hotel from the airport and vice versa.			
UN Pouch (Diplomatic Valise):	2		
3. Arranging the delivery of UN Pouch (e.g. serve as a courier, process custom clearance, and arrange shipment).			
Rental of car and bus for particular events (INCLUDED DRIVER):	3		
4. 4 doors car (specification refers to Toyota Innova minimum 2 years old or similar type)			
5. Minivan			
6. 15 seats bus			
7. 40 seats bus			
Duty free facilities:	1		
8. <u>Duty free card for purchasing of goods from Duty free shop and government ID card:</u> Assisting* in obtaining duty free card within 20 working days.			
9. <u>Duty free facility (PP-19) for project goods, office/staff duty free vehicle and personal effects.</u> Assisting* in obtaining PP-19 for project goods within 5 working days. The duty free facility for vehicle through Customs Office should be within 10 working days.			

10. <u>Car ownership certificate (STNK): Assisting*</u> in obtaining the certificate should be within 15 working days.			
Hotel Arrangements and Cash Distributions:	30	Fixed handling Fee of the total actual payment (%)	
• Arranging a hotel room			
• Arranging a workshop			
• Cash advance/ cash distribution of per diem of multiple workshop participants			
Total (IDR)			

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

12. The Management fee shall cover all profits, overheads, and all associated costs for the ticket. As the Travel Agent will be passing any and all discounts given to them by the airline carriers to the UN Agency concerned.

13. The Travel Agent shall handle all UN billing from its offices in Indonesia and all invoices shall be submitted and settled on monthly basis separately with each UN Agency in Indonesia.