



UNITED NATIONS
UNIVERSITY

Centre

53-70, Jingumae 5-chome
Shibuya-ku, Tokyo 150-8925
Japan

Telephone (03) 3499-2811
Fax (03) 3499-2828
E-mail mbox@hq.unu.edu
Website <http://www.unu.edu>

国際連合大学 本部

150-8925
東京都渋谷区神宮前5丁目53-70

4 February 2010

Dear Sir/Mesdames,

**Subject: REQUEST FOR PROPOSAL – PROVISION OF TRAVEL SERVICES FOR THE UNITED NATIONS
UNIVERSITY HEADQUARTERS, TOKYO, JAPAN (REF: UNU RFP-002/2010)**

This Request for Proposal (RFP) is issued by the United Nations University (UNU) with its Headquarters in Tokyo, Japan. The purpose of this RFP is the submission of proposals for the provision of travel services for the UNU. The UNU intends to enter into contract with a winning proposer for an initial period of one (1) year with possibility of extension based on satisfactory performance.

This RFP consists of the following parts:

- Annex A Terms of Reference (TOR)
- Annex B Terms and Conditions to Submit a Proposal
- Annex C Acknowledgement Letter
- Annex D Evaluation Criteria and Special Instructions
 - Technical Proposal Form (Annex D-1)
 - Financial Proposal Form (Annex D-2)
- Annex E United Nations General Conditions of Contract

Please note this is a Request for Proposal (RFP) and not an Invitation to Bid (ITB). You should also note that the terms, conditions and specifications set forth in the RFP, and your Proposal, would form part of any contract should UNU accept your proposal.

The deadline for receipt of the submission by UNU is **1 March 2010 at 14:00 hours (Tokyo time)**. Any queries or requests for clarification prior to the submission deadline should be addressed to the Procurement Officer by e-mail lee@unu.edu or fax +03-3499 2828 by **17 February, 2010**. You are kindly requested to return the attached Annex C Acknowledgement Letter duly signed by an authorized representative, to the UNU together with your proposal.

Proposals must be submitted in English. Please submit a Technical Proposal by completing the Technical Proposal Form (Annex D-1) and a Financial Proposal by completing the Financial Proposal Form (Annex D-2).

The Technical Proposal (Annex D-1 together with supporting documents) should then be placed in an envelope marked "TECHNICAL PROPOSAL" and the Financial Proposal (Annex D-2) should be placed in separate envelope marked "FINANCIAL PROPOSAL". Both these envelopes should be sealed and then placed into one outer larger envelope which must be clearly labeled as follows:

Confidential– RFP for Travel Services for the UNU headquarters, Tokyo

To: United Nations University
53-70 Jingumae 5-chome
Shibuya-ku, Tokyo 150-8925
Japan

RFP No: UNU RFP-002/2010
The Procurement Officer
Closing Date & Time: 1 March, 2010 at 14:00 hours
<Name of the Company>

It is the responsibility of the Proposers to ensure that the sealed envelope containing the proposals reaches the above address before the closing date and time indicated above. Delivery to any other United Nations office location will be at the risk of the Proposer and will not constitute timely delivery. Proposals received after the above-mentioned closing time or deadline will be invalidated.

Angela Lee
Procurement & Administrative Officer

Annex A

TERMS OF REFERENCE

Provision of Travel Services for the United Nations University headquarters in Tokyo, Japan

1. Introduction

- 1.1 The United Nations University (UNU) is an international community of scholars engaged in research, postgraduate training and dissemination of knowledge in furtherance of the purposes and principles of the United Nations, its member states and peoples. For more information please visit www.unu.edu.
- 1.2 The UNU intends to carry out a procurement exercise to solicit proposals from experienced and professional travel agencies for the provision of travel and related services. The Travel Agent selected will be required to provide its travel services through a dedicated "Service Station" (Implant) to be set up within the premises of the UNU headquarters premises in Tokyo. The services of the Travel Agent will be accessible by the UNU and other UN entities within and outside the UNU Headquarters building.
- 1.3 The UNU does not guarantee exclusive procurement from the Travel Agent nor any minimum order or quantity of services. The Travel Agent is expected to win over market share through its quality service and competitive prices.

2. Objective

- 2.1 The proposed contract with the Travel Agent will cover airline ticketing, visa services and incidental services such as issuance/delivery, revalidation, re-routing, reissuance, reconfirmation, processing refunds and cancellations, and preparation of suitable itineraries (including alternative routings, departures and arrivals) at most direct and lowest cost for UNU staff members (for purpose of official and non-official/personal travels) and consultants, government officials and participants attending meetings or on official business for the UNU.
- 2.2 The successful Proposer ("the Travel Agent") will be required to sign a contract with the UNU to perform travel services specified under this Terms of Reference and agreeing to clearly identified service levels. The contract will be an initial three (3) year contract, with the option to extend the contract for a further one year. The collective total annual volume of tickets procured during the year 2008 by the UNU in Japan was in excess of US\$316,000 and is expected to remain at comparatively similar levels in the years to come.

3. UNU Travel Policy

- 3.1 The Travel Agent shall be given copies of the UNU travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all official travel.
- 3.2 The Travel Agent is required to book the most direct routing and least costly fares and to research alternate itineraries in order to provide the lowest appropriate fares. Full economy fares may be used if no appropriate reduced fares are available and business class are applicable in limited situations. The Travel Agent must be knowledgeable of and prepared to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares, which entail restrictive conditions, shall only be booked with the express approval of the UNU.

4. Scope of Services

The following are the scope of services requirement for the UNU:

4.1 General

- a) The Travel Agent shall set up a dedicated on-site Service Station (Implant) within the premises of the UNU headquarters building at 53-70, Jingumae 5-chome, Shibuya-ku, Tokyo 150-8925, Japan.
- b) The Travel Agent shall provide travel services **from 9.30 am to 6.30 p.m.** during working days. In addition the Travel Agent shall provide a contact number, which shall be manned by an experienced travel consultant, for 24 hours emergency service, services on weekends and official holidays where required.

4.2 Reservation and Ticketing

- a) For every duly approved UNU Travel request, the Travel Agent shall immediately make bookings and prepare appropriate itineraries and quotations based on the lowest fare and the most direct and convenient routing.
- b) In the event that required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and present alternative routings/quotations for consideration.
- c) For wait-listed bookings, the Travel Agent shall provide regular feedback on status of flight.
- d) The Travel Agent shall issue accurate tickets and detailed itineraries, showing the accurate status of the airline on all segments of the journey; where necessary tickets and billings shall be modified or issued to reflect changes affecting travel and make appropriate adjustments for any change(s).
- e) The Travel Agent shall issue and deliver tickets or e-Tickets, based upon proper authority from the UNU in case of official travel. Tickets shall routinely be provided not earlier than one or two days in advance of travel unless required otherwise.
- f) The Travel Agent shall accurately advise the UNU of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- g) The Travel Agent shall ensure that all traveling staff has complete travel documents required for their journeys, sufficiently before departure.
- h) The Travel Agent shall only act on travel requests for official travel submitted by the responsible staff of the UNU.
- i) The Travel Agent shall provide an information service to notify the UNU and the traveler of such events as airport closings, canceled or delayed flights, trains, buses voyages and strike situations as well as of local political or safety conditions, which may affect travel to any particular destination.
- j) The Travel Agent shall provide all official travelers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the Travel Agent can offer these services.

- k) The Travel Agent shall provide reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of changed routing or fare structures and printed itineraries showing complete information on status of reservations on all carriers.

4.3 Traveler's Itineraries

The Travel Agency shall provide each traveler a complete, printed itinerary document which includes the following:

- Flight number(s) and seat assignment(s);
- Confirmed upgrade (if applicable);
- Departure and arrival time(s) for each segment of the trip;
- Intermediate stops;
- Airport and other taxes;
- Visa obtained or not obtained; and
- Any other information such as change in international date lines.

4.4 Hotels and Transportation

- (a) The Travel Agent may be requested to make reservations for lodging accommodations and/or transportation rental services when requested. This service shall include initiating and confirming reservations, and confirming the all -inclusive rate at which the reservation is made.
- (b) The Travel Agent agrees to negotiate to the maximum extend possible, discount rates, including net rates, for hotel accommodations applicable specifically to reservations by the UNU for official travel and to arrange such services on a worldwide basis when requested to do so.

4.5 Other Services

- a) The Travel Agent(s) shall assist the UNU in obtaining visas. This assistance shall consist of providing the forms and applications for visa requests, providing visa information to travelers, conducting visa assistance follow-ups, keeping appropriate records thereon, using and making arrangements for issuance of visas.
- b) The Travel Agent shall provide information on health, immigration clearance, foreign exchange control regulation and other government restrictions, and assistance in obtaining travel tax exemption certifications, passports and entry visas to the country.
- c) The Travel Agent shall carry out investigation on any complaints from Travelers and follow up the recovery of lost baggage.
- d) The Travel Agent may, as an ancillary service, provide personal travel services to UNU staff provided that this service does not in any way interfere with the efficient processing of Official Travel requirements. Settlement of personal travel and related expenses shall be made directly between the parties concerned and the Travel Agent without involvement of the UNU. The UNU assumes no financial liability for such services.

4.6 Traveler's Profiles

- a) The Travel Agent shall maintain computerized profiles of all frequent travelers, as designated or defined from time to time by the UNU, setting forth the traveler's

preferences regarding airlines, seating and meal requirements, passport and credit card information, and such other information as is useful to facilitate such travelers travel arrangements.

4.7 Management Reports

- a) The Travel Agent(s) shall provide the UNU with management information reports consisting, of sales activity showing detailed analysis of the number of trips, destinations, carriers used, savings achieved from the carrier's lowest available fare.
- b) The Travel Agent shall hold meetings with the UNU Travel Services personnel at intervals to be agreed upon, to address any issues or problems which may arise.

4.8 Refunds

- a) The UNU shall be reimbursed by the Travel Agent for partly or fully unused tickets, subject to applicable regulations.

4.9 Service Standards

- a) The Travel Agent shall provide the necessary personnel to provide prompt, courteous and efficient service at the dedicated office on site in the UNU. The number of assigned or dedicated personnel shall be sufficient to meet all services requirements under this Terms of Reference.
- b) The minimum travel experience for the travel agents assigned to this account will be 2 years. Pre-employment screening may be requested by the UNU to test language proficiency and professional skills and pleasant personality of the assigned personnel. The Travel Agent shall remove any of its employees from the UNU's office upon determination that such employees are found to be unfit for the performance at the UNU's office. The replacement should be filled up immediately to maintain high quality services.
- c) The Travel Agent is responsible for providing replacement personnel in case of absenteeism, vacation, sick days, etc of the regular personnel assigned
- d) The Travel Agent must be equipped with a fully automated accounting system interfaced with the computerized reservation system to cater for the UNU's requirements.

4.10 Supplier Relations

The Travel Agent shall not favour any particular carrier when making reservations. The Travel Agent(s) shall maintain excellent relations with all carriers for the benefit of the UNU.

5. **ACCOUNTS**

The UNU will require that the Travel Agent 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 Travel Agent. The UNU will have the right to audit any of these financial records or documents at any time upon 30 days written notice during the contract and for five (5) years beyond its expiration.

6. PAYMENT

The Travel Agent shall invoice the UNU once a month.

Payments shall be made by the UNU within thirty (30) days upon receipt of the Travel Agent's invoice. All payments made by the UNU shall be payable only in response to the Travel Agent's original invoice subject to certification by the UNU that the services reflected in the invoice have been provided in accordance with these specifications requirements.

7. RESPONSIBILITIES FOR PROVISION OF RESOURCE AND MATERIALS

7.1 The UNU shall provide floor space, furniture and an internal telephone for making calls to extensions of UNU personnel within the building.

7.2 The Travel Agent shall provide dedicated personnel who will be familiar with the UNU's policies and requirements to man the Service Station (Implant). The Travel Agent shall subscribe to external communication (telephone, fax and internet lines), computers/terminals to log to reservation system, ticket printer and office supplies.

8. PRE QUALIFICATION REQUIREMENTS

8.1 Travel agencies intending to submit a proposal should have the organizational and technical capacity, experience and professionalism to provide the services requirements outlined in the Terms of Reference. Proposers should be able to show proof of past and/or present experience in similar projects, demonstrate financial soundness and resources available to carry out the services requirements, and have the integrity and proven reliability to ensure good faith performance. Proposers should be able to demonstrate an understanding of the UNU's requirements and come up with an appropriate work plan and overall approach on how to meet these requirements.

8.2 The Travel Agent should have the following qualifications:

- a. Accreditation with the International Air Transportation Association (IATA)
- b. Maintains a good track record in serving international organizations, embassies and multinational corporations; list of corporate clients should be provided
- c. Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae
- d. Financially stable – annual report or audited financial statement to be provided
- e. Maintains facilities of on-line booking/airline reservations, domestic and international ticketing and basic office equipment, telecommunications equipment, and online booking tool
- f. Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this Terms of Reference
- g. Have in its current office all the necessary equipment and facilities, and sufficient number of experienced and professionally trained travel experts and staff to handle the UNU requirements

Annex B

Terms and Conditions to Submit a Proposal

Submission of Proposals

Proposals must be submitted in the English language. Proposers must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP. Any Proposal which does not fully and comprehensively address this RFP may be rejected

Following submission of the Proposals and final evaluation, the UNU will have the right to retain unsuccessful Proposals. It is the Proposer's responsibility to identify any information of a confidential or proprietary nature contained in its Proposal, so that it may be handled accordingly.

Technical Specifications of Requirement

Proposers must adhere strictly to all requirements of this RFP. No changes, substitutions or other alterations to the technical specifications of the Requirement stipulated in this RFP document will be accepted unless approved in writing by the UNU.

No Commitment

This RFP does not commit the UNU to award a contract or to pay any costs incurred in the preparation or submission of Proposals, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. The UNU reserves the right to reject any or all Proposals received in response to this RFP and to negotiate with any of the Proposers or other firms in any manner deemed to be in the best interest of the UNU.

The UNU also reserves the right to negotiate and award only a portion of the Requirement; to negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate, in its sole discretion; to add new considerations, information or requirements at any stage of the procurement process, including during negotiation with Proposers; and to reject a Proposal submitted by any Proposer that has previously failed to perform properly, or on time, contracts of a similar nature, or of a Proposer that, in the opinion of the UNU, is not in a position, or is not sufficiently qualified, to perform the contract.

This RFP contains no contractual proposal or offer of any kind; any Proposal submitted will be regarded as an offer by the Proposer and not as an acceptance by the Proposer of any proposal or offer by the UNU. No contractual relationship will exist except pursuant to a written contract document signed by the authorized official of the UNU and by an authorized officer of the successful Proposer.

Criteria for Evaluation

All Proposals will be evaluated in accordance with the provisions of the United Nations Financial Regulations and Rules and established procedures of the United Nations, and the evaluation criteria specified in Annex D.

The evaluation procedure will consist of a formal, substantive and financial assessment of the Proposals received. Price is an important factor; however, it is not the only consideration in evaluating responses to this RFP.

Payment Terms

The United Nations Financial Regulations and Rules preclude advance payments or payment by Letters of Credit. Such provisions in a Proposal will be prejudicial to its evaluation by the UNU. The normal terms of payment by the UNU are 30 (thirty) days (or similarly discounted payment terms if offered by Proposers) upon satisfactory delivery of goods or performance of services, acceptance thereof by the UNU and certification by the UNU of the Contractor's invoice. Proposers must therefore clearly specify in their Proposals the payment terms being offered.

Validity of Proposals

All Proposals shall remain valid and open for acceptance for a period of at least 120 days from the designated closing date indicated for receipt of Proposals in this RFP. Proposers must confirm in their Proposal that it will remain valid for this period. Once a Proposal has been accepted during this period, the price quoted in the Proposal must remain unchanged for the entire period of the resulting contract unless otherwise specified in this RFP or unless the UNU agrees otherwise in writing.

Rejection of Proposals

The UNU reserves the right to reject any and all Proposals if they, inter alia:

- i. are received after the deadline stipulated in the RFP;
- ii. are not properly marked or addressed as required in the RFP;
- iii. are delivered to another UNU office location than the one required in the Request for Proposal;
- iv. are transmitted by facsimile;
- v. are unsolicited;
- vi. contain an alternate Proposal; or
- vii. are not otherwise in compliance with the RFP.

Withdrawal and Modification of Proposals

Proposals may be modified or withdrawn in writing, prior to the closing time specified in the RFP. Proposals may not be modified or withdrawn after that time.

Errors in Proposals

Proposers or their authorized agents are expected to examine any maps, drawings, specifications, circulars, schedules and other instructions pertaining to the work, made available by the UNU to the Proposers for inspection. Failure to do so will be at the Proposer's own risk. In case of error in the totaling of prices, the unit price will govern.

Public Opening

Public opening of Proposals will take place at the address and time specified in this RFP. Proposers may send one (1) representative with proper authorization to observe the opening of Technical Proposal envelopes at the time and location specified in the RFP.

Confidentiality

It is understood that this RFP is confidential and proprietary to the UNU, contains privileged information, part of which may be copyrighted, and is communicated to and received by Proposers on the condition

that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of the UNU, except that the Proposer may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining Proposals from them in relation to the RFP. Notwithstanding the other provisions of the RFP, Proposers will be bound by the contents of this paragraph whether or not they submit a Proposal or respond in any other way to this RFP.

Non-Disclosure Agreement

The UNU may require Proposers to execute a Non-Disclosure Agreement before being provided with some or all of the information included in the RFP.

Collusive Bidding and other Anti-competitive Conduct

Proposers and their employees, officers, advisers, agents or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct, or any other similar conduct, in relation to:

- a. the preparation or submission of Proposals;
- b. the clarification of Proposals; and
- c. the conduct and content of negotiations, including final contract negotiations, in respect of this RFP or procurement process, or any other procurement process being conducted by the UNU in respect of any of its requirements.

For the purposes of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Proposer, person or entity, of information (in any form), whether or not such information is commercial information confidential to the UNU, any other Proposer, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

In addition to any other remedies available to it, the UNU may, at its sole discretion, immediately reject any Proposal submitted by a Proposer that, in the UNU's sole opinion, has engaged in any collusive bidding, other anti-competitive conduct, or any other similar conduct with any other Proposer, person or entity in relation to the preparation or lodgment of Proposals, whether in respect of this RFP or procurement process, or any other procurement process being conducted by the UN in respect of any of its Requirements.

Improper Assistance

Proposals that, in the sole opinion of the UNU, have been compiled:

- a. with the assistance of current or former employees of the UNU, or current or former contractors of the UNU in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit;
- b. with the utilization of confidential and/or internal UN information not made available to the public;
- c. in breach of an obligation of confidentiality to the UNU; or
- d. contrary to these terms and conditions for submission of a Proposal,

shall be excluded from further consideration.

Use of former UNU employee in the preparation of Proposals and process

Without limiting the operation of the above clause, a Proposer must not, in the absence of prior written approval from the UNU, permit a person to contribute to, or participate in, any process relating to the preparation of a Proposal or the procurement process, if the person:

- a. at any time during the six months immediately preceding the date of issue of this RFP was an official, agent, servant or employee of, or otherwise engaged by, the UNU;
- b. at any time during the 12 months immediately preceding the date of issue of this RFP was an employee of the UNU personally engaged, directly or indirectly, in the planning or performance of the requirement, project or activity to which the RFP relates; or
- c. at any time, was an employee of the UNU involved, directly or indirectly, in the preparation of this RFP including any earlier versions or the management of this procurement process.

Corrupt Practices

All UNU vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

Conflict of Interest

A Proposer must not, and must ensure that its employees, officers, advisers, agents or subcontractors do not, place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of the UNU and the Proposer's interests during the procurement process.

If during any stage of the procurement process or performance of any UNU contract a conflict of interest arises, or appears likely to arise, the Proposer must notify the UNU immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Proposer conflict with the interests of the UNU, or cases in which any UNU official, employee or person under contract with the UNU may have, or appear to have, an interest of any kind in the Proposer's business or any kind of economic ties with the Proposer. The Proposer must take such steps as the UNU may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of the UNU.

Rights of the UNU

If the UNU determines that a vendor has engaged in collusive bidding, has received improper assistance, engaged in corrupt practices, or conflict of interest situations, then notwithstanding any other legal rights or remedies it may have, the UNU reserves the right, at its sole option, to:

- i. reject any proposal or recommendation to award a contract to such vendor; and/or
- ii. declare a company or firm ineligible, either indefinitely or for a stated period of time, to become a UNU registered vendor; and/or
- iii. terminate any contract entered into with such vendor.

Contract

All companies responding to this RFP shall acknowledge in their Proposal that the United Nation's General Conditions on Contract (Annex E) are acceptable. If any of the United Nation's General Conditions of Contract or any of the above terms and conditions is not acceptable, the Proposer is required to indicate in the Proposal with specificity any reservation(s) it has in respect of any of them and must provide alternative language to the particular clause. Please note, however, that such reservation(s) or deviation(s) will be taken into account, in the sole discretion of the UNU, in the evaluation of the Proposal, including the comparative evaluation with other Proposals.

Annex C

Acknowledgement Letter

Dear Sir,

Subject: **REQUEST FOR PROPOSAL – PROVISION OF TRAVEL SERVICES FOR THE UNITED NATIONS UNIVERSITY HEADQUARTERS, TOKYO, JAPAN (REF: UNU RFP-002/2010)**

We, the undersigned, acknowledge receipt of your Request for Proposal (RFP) No. RFP-002/2010 dated 4 February, 2010 and hereby confirm that we:

INTEND DO NOT INTEND

to submit a proposal to the United Nations University (UNU) by the deadline date of 1 March, 2010 14:00 hours and that we:

INTEND DO NOT INTEND

to send one (1) authorized representative to observe the public opening procedure.

We acknowledge that this RFP is confidential and proprietary to the UNU, and contains privileged information. Upon request, we will return this RFP or any part thereof, and all copies thereof, to the UNU.

Name & Title of Authorized Representative: _____

Signature: _____

Company Name and Address: _____

Telephone No.: _____ Facsimile No.: _____

If you do not intend to submit a proposal to the UNU, please indicate the reason:

- We do not have the capacity to submit a proposal at this time.
- We cannot meet the technical requirement for this RFP.
- We do not think we can make a competitive offer at this time.
- Others: (Please specify _____)

Kindly return this acknowledgement immediately to The Procurement Officer, UNU at fax no. +81-3-3499-2828 or e-mail: lee@unu.edu

NOTE: Due to the current security arrangements, your authorized representative must present a completed copy of this letter in order to observe the public opening procedure.

Annex D

Evaluation Criteria and Special Instructions

The Technical and Financial Proposals submitted by Proposers will be evaluated for compliance with all requirements in the RFP, and with the aim of identifying the most appropriate proposal for the UNU.

A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the Technical Proposal being completed prior to any Financial Proposal being opened and compared.

The evaluation of the Proposer and the Proposals is the responsibility of the UNU and will be based on the information requested for in the RFP. Proposals that do not fulfill the RFP requirements may be rejected. If a stated compliance to a requirement is not documented in the proposal, the Proposals will be evaluated as non-compliant if the Proposer subsequently does not satisfactorily respond to the UNU's request for clarification.

The UNU does not bind itself in any way to select the company offering the lowest price but the company which submits the proposals which are considered most responsive to the needs of the project concerned. The Financial Proposal will only be evaluated if the Technical Proposal of the company achieves a designated minimum threshold. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

Contents of Technical Proposal

The Technical Proposal is divided into 2 parts. The first part will evaluate the Proposers experience, financial strength and stability, demonstrable technical knowledge and ability to satisfy UNU's requirements. In this section scoring will be based on Pass/Fail rating. In order to pass, Proposers must meet all the criteria described in this part. The second part will evaluate the Proposer's response to the UNU's specifications requirements under the Terms of Reference (Annex A).

Proposers are required to complete the Technical Proposal Form under Annex D-1 for submission together with supporting documents as part of their proposal.

Contents of Financial Proposal

The Financial Proposal shall comprise of the Financial Proposal Form (Annex D-2) herein your Company's authorized representative affirming the services charges per transaction for each type of services rendered to the UNU.

The Financial Proposal must contain an overall quotation in Japanese Yen.

Proposers are required to complete the Form of Financial Summary under Annex D-2 for submission together with detailed cost breakdown.

Annex D-1

Technical Proposal Form

(Please provide all requested information and submit this Form as part of the Technical Proposal. This form together with supporting documents should be sealed in an envelope and clearly marked as TECHNICAL PROPOSAL)

PART 1 - Description of your Organization's Qualifications, Organizational and Technical Capacity (MANDATORY)

Proposers will receive a Pass or Fail rating in this Section. If the Proposal receives a Pass rating, the evaluation will proceed but if the Proposal receives a Fail rating, the overall Proposal will be disqualified.

MANDATORY PRE-QUALIFICATION CRITERIA	PROPOSER'S RESPONSE
a) Provide one or more customer references (in writing) for which similar service is currently provided by Proposer in the Tokyo metropolitan area.	Yes <input type="checkbox"/> No <input type="checkbox"/>
b) Confirm Proposer has been in business for at least five (5) years, and has a permanent office in Japan and provide a copy of the business registration license.	Yes <input type="checkbox"/> No <input type="checkbox"/>
c) Proposer must submit a complete set of financials for the previous two fiscal years that demonstrates it has been operating in a positive position (i.e. generated an operating profit in both of the last two fiscal years)	Yes <input type="checkbox"/> No <input type="checkbox"/>
d) Proposer must submit copy of IATA membership certificate as well as copy of valid license to operate as a travel agent issued by competent authority in Japan	Yes <input type="checkbox"/> No <input type="checkbox"/>
e) Proposer must agree to the UN Conditions for Contract by signing on the <i>Confirmation of Undertaking</i> below	Yes <input type="checkbox"/> No <input type="checkbox"/>

CONFIRMATION OF UNDERTAKING

We confirm that we have read, understood and accept that if the contract is awarded by UNU to the financial institution, the financial institution will adhere to the terms, conditions and specifications contained in this RFP, including its Annexes.

We further confirm and warrant that our Company is able to perform the services under this RFP, with our work force.

Name of Company: _____

Full Postal Address _____

Telephone No. _____

Name of duly authorized representative _____

Signature _____

Date _____

PART II – Description of your Organization’s understanding of the requirements of the UNU including any assumptions made.

1. CAPABILITY TO PERFORM TASKS	Proposer’s Comments
a) Describe your company’s experience as a corporate travel provider.	
b) How do you plan to ensure that the staff dedicated to the UNU should become familiar with UNU travel policies?	
c) Passport documents are considered highly sensitive and confidential by the UNU and its staff. Describe how you plan to pick up passport documents from the traveler, process them through the various embassies and return to the traveler. How would you track passport documents while in your possession?	
d) Describe how you will address the following items: <ul style="list-style-type: none"> ▪ Informing traveler of all costs and requisites for traveling to destination, including airport fees, baggage size and weight allowed, etc ▪ Informing traveler of travel services/options, including clear reimbursement and cancellation procedures, deadlines, benefits, traveler’s rights, etc. ▪ Informing traveler of security measures and procedures at origin and destination airports, specifically when important changes occur that may cause delays. ▪ Informing traveler of vaccines and visa requisites according to their destination. 	
e) The UNU requires a monthly detailed billing statement. Information to be provided is as follows: traveler’s name, class of travel, origin and destination and PO number (provided by the UNU), charge information and carrier’s tariffs. Indicate your ability to comply with this requirement.	
f) Please provide emergency contact and immediate response in case of emergency. Indicate your ability to comply with this requirement and provide the phone or cell phone number that travelers may call for Emergency Services. Describe your ability to provide direct support with airline in case of emergencies.	
g) How would you arrange for ticket home delivery in case of emergencies?	
h) How do you plan to create and maintain traveler profiles?	

1. CAPABILITY TO PERFORM TASKS	Proposer’s Comments
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i) Indicate your experience level analyzing travel data and making recommendations for negotiation of preferential airline rates with selected airlines for travel originating in Japan	
j) Explain how you plan to obtain and credit the UNU any refunds, which may be due to the UNU in respect to unused or lost tickets, miscellaneous, purpose documents, unused ticket advises, and downgrading.	
k) Explain your capabilities to make arrangement for transportation services, rental cars, hotels and other travel related requirements required by travelers.	
l) Indicate whether you will accept credit card payments for personal travel and other services without any fee to the traveler.	
2. MANAGEMENT & PERSONNEL	Proposer's Comments
a) Describe your staffing plan for UNU in-plant operation. Include number of employees by title or category.	
b) Identify the level of experience and qualifications of the personnel that will be assigned to support UNU account. Please provide the curriculum vitae(s).	
c) Provide information on the staff turn over ratio for your company.	
3. KEY PERFORMANCE INDICATORS & QUALITY ASSURANCE Indicate your acceptance of the following key performance indicators:	Proposer's Comments
a) Tickets issued and delivered at least 48 hours prior to departure [Acceptance: Yes/No]	
b) Visas for all official or personal travel obtained at least 48 hours prior to departure [Acceptance: Yes/No]	
c) Response to calls from staff with travel needs within 4 hours [Acceptance: Yes/No]	
d) Explain how your agents will ensure that the traveler will be offered the lowest fares obtainable for a given itinerary within the parameters of the UNU's Travel Policy, carrier's tariffs and special airline agreements negotiable by and agreed to by the UNU.	
e) Indicate how you plan to measure client satisfaction. Provide a sample of an existing questionnaire that you currently use with another customer.	

3. KEY PERFORMANCE INDICATORS & QUALITY ASSURANCE	Proposer's Comments
f) The UNU requires frequent meetings with Contractor during the implementation/transition phase. Frequency will be determined by mutual agreement of both parties. On an ongoing basis, the UNU requires monthly or quarterly meetings to review performance and action items. Indicate your acceptance of this requirement.	
g) Provide examples of changes that you have implemented in other customer's accounts as a direct result of feedback provided by their customer.	
h) Provide examples of changes that you have implemented in other customer's accounts as in your efforts to improve customer's operations and increase customer satisfaction	
4. TECHNOLOGY	
a) Explain what travel systems you will be using to support the requirements of this contract. Acknowledge your responsibility to provide the equipment, licenses and any other tools required by the travel agent to perform the work as required in this RFP.	
b) Describe the database system where traveler profile information will be maintained. Address data security	
c) Do you communicate electronically with your customers? Will UNU staff be able to obtain itineraries and other information electronically?	
d) Explain the management information reports that you can provide to facilitate performance and account management. Examples of reports to be provided are, number of tickets issued to key destinations, airlines used and number of tickets per airline, sorting by unit to be charged, by staff member, etc	

Annex D-2

Financial Proposal Form

(Please provide all requested information and submit this Form as part of the Financial Proposal. This form should be sealed in an envelope and clearly marked as FINANCIAL PROPOSAL)

In compensation for the rendering of travel services requirements to the UNU, the Proposer shall charge the following service charges for each transaction (i.e. per person per arrangement) handled:

Description	Service charges (JPY) per transaction
Management Fee to operate and manage travel implant	Actual Net Fare (offered by Airlines) + JPY _____
Visa Application/Handling Fee	Visa costs + JPY _____
Ticket Delivery charges	Actual cost + JPY _____
Revalidation of Tickets at Airlines Office	Airlines cost + JPY _____
Re-routing and re-issuance of tickets	Airlines charges + JPY _____
Re-confirmation of flights	Airlines charges + JPY _____
Processing of refunds/cancellation of tickets	Airlines charges + JPY _____
Hotel Reservation	Actual costs + JPY _____
Car Rental	Actual costs + JPY _____
Other (please specify) _____	

Note: Service charges should not be charged if the transaction is subsequently voided and cost per transaction includes all subsequent changes

Terms of Payment _____ Validity of Offer:

(UNU standard terms of payment are 30 days)

Company: _____
Name of authorized representative: _____
Title: _____
Signature: _____
Date: _____

- Company Stamp/seal -

Annex E

United Nations General Conditions for Contract

- 1.0 LEGAL STATUS:** The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the United Nations.
- 2.0 SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect the United Nations and shall fulfill its commitments with the fullest regard to the interests of the United Nations.
- 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
- 4.0 ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the United Nations.
- 5.0 SUB-CONTRACTING:** In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of the United Nations for all sub-contractors. The approval of the United Nations of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract.

The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

- 6.0 OFFICIALS NOT TO BENEFIT:** The Contractor warrants that no official of the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.
- 7.0 INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.
- 8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES**
 - 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
 - 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1** Name the United Nations as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the United Nations;
 - 8.4.3** Provide that the United Nations shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the United Nations with satisfactory evidence of the insurance required under this Article.
- 9.0 ENCUMBRANCES/LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.
- 10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate the United Nations for equipment determined to be damaged or degraded beyond normal wear and tear.
- 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 11.1** Except as is otherwise expressly provided in writing in the Contract, the United Nations shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the United Nations under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the United Nations.
 - 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the United Nations does not and shall not claim any ownership interest thereto, and the Contractor grants to the United

Nations a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the United Nations, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the United Nations in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the United Nations, shall be made available for use or inspection by the United Nations at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to United Nations authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATION: The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

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

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

13.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the United Nations sufficient prior notice of a request for the disclosure of Information in order to allow the United Nations to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The United Nations may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the United Nations, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the United Nations of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the United Nations shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the United Nations shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian

or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract.

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 15.2** The United Nations may terminate forthwith this Contract at any time should the mandate or the funding of the Mission/Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by the United Nations for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by the United Nations under this Article, no payment shall be due from the United Nations to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the United Nations may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UN of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of

the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the United Nations to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes the United Nations to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the United Nations before the payment thereof and the United Nations has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the United Nations with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

20.0 SEXUAL EXPLOITATION:

20.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

20.2 The United Nations 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.

21.0 AUTHORITY TO MODIFY: Pursuant to the Financial Regulations and Rules of the United Nations, only the Procurement Division at New York possesses the authority to agree on behalf of the United Nations to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the United Nations unless provided by an amendment to this Contract signed by the Contractor and the Chief, United Nations Procurement Service, or his or her authorized delegatee.