



REQUEST FOR QUOTATION (RFQ)

To: All Interested Hotel	DATE : April 20, 2017
	REFERENCE: RFQ/UNDP/SUSTAIN/036/2017 Provision of Long Term Agreement for Hotel Services in Bandung for UNDP Indonesia

Dear Sir / Madam:

We kindly request you to submit your quotation for **Provision of Long Term Agreement for Hotel Services in Bandung for UNDP Indonesia**, as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 3.

Quotations may be submitted on or before **Wednesday, May 10, 2017 at 15.00 (Jakarta Local Time)** and via **e-mail** to the address below :

United Nations Development Programme
Menara Thamrin Building 8th floor
Jl. MH. Thamrin kav.3 , Jakarta 10250, Indonesia
Phone : 021- 29802300
Attn : Ferdyani Yulia Atika Putri
cc : Yusef Millah

RFQ/UNDP/SUSTAIN/036/2017 - Provision of Long Term Agreement for Hotel Services in Bandung for UNDP Indonesia

E-mail Address: bids.id@undp.org

Quotations submitted by email must be limited to a maximum of 4 MB, virus-free and no more than 4 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files. Please take note of the following requirements and conditions pertaining to the supply of the above mentioned services.

Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency : IDR
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	COB, <i>Wednesday, May 10, 2017 and 15.00 - Jakarta local time</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of services UNDP will issue a Purchase Order as a written commitment when ordering.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i>
UNDP will award to:	<input checked="" type="checkbox"/> One or more Service Provider, depending on the following factors: UNDP will award the agreement with at least 2 hotels that offer the best price to UNDP
Type of Contract to be Signed	<input checked="" type="checkbox"/> Long-Term Agreement <i>(UNDP will issue a PO as a call-off every time ordering against the LTA)</i>
Annexes to this RFQ	<input checked="" type="checkbox"/> Term of Reference (Annex 1) <input checked="" type="checkbox"/> Hotel List of Information (Annex 2) <input checked="" type="checkbox"/> Form for Submitting Supplier's Quotation (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <input checked="" type="checkbox"/> LTA Agreement (Annex 5) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

Contact Person for Inquiries (Written inquiries only)	<p>Long Term Agreement: Hotel Services in Bandung for UNDP Indonesia</p> <p><i>Email address:</i> ferdyani.putri@undp.org , cc. yusef.millah@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
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Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



John Benjamin
Procurement Specialist
20 April 2017

Annex 1

Term of Reference (TOR)

Background

UNDP Indonesia Country Office, on behalf of the participating UN Agencies wishes to enter into a Long Term Agreements (LTAs) with one or more competent Hotel Services to provide Room Accommodation and Meeting Packages services. Some other UN Agencies may piggy-back on UNDP LTA to establish their LTAs

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto (“Hotel Services”), as and when requested by the UNDP Indonesia Country Office or other UN Agencies and reflected in a Purchase Order or relevant contractual instrument of a respective UN Agency.
2. Such Services shall be at the discount prices listed in Annex 1. UNDP shall, at 6 monthly intervals, or such other interval as UNDP shall decide, solicit the Contractor for an updated list of prices for services. While the prices may change, the percentage rate of discount for UNDP Indonesia Country Office or other UN Agencies shall remain the same for the length of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be in force for three years from the Entry into Force of this Agreement

While UNDP intends to establish the LTAs, there is no fixed committed contract amount. Once the contract is established with the winning vendor, orders for such services will be placed through the Purchase Orders and the General Conditions and Terms of the Contract will be in force

Hotel Requirement's

Number of STAR Hotel	3-STAR, 4-STAR and 5-STAR
Name of City	Bandung

Annex 2
HOTEL LIST OF INFORMATION FORM
Long Term Agreement with UN Agencies in Indonesia

Hotel List of Information

		HOTEL
Hotel Name:		
Address:		
Telephone/Fax:		
Website:		-
Contact person:		
Telephone:		
E-mail:		-
Name of City		
Number of Hotel rating (Star):		
City Center distance from Hotel:		
Airport distance from Hotel:		
No of Room	Single bed:	
	Double beds:	
	Twin beds:	
	non-smoking:	
No. of Restaurants:		
No. of lounges/pubs:		
Business center (Open - Closed Time)		

Meeting Rooms information

Name of Meeting Room			
Name	Size in SQM	Layout	Number of Person
Name 1	0 Sqm	i.e. Theatre, Class room, U-shape	
Name 2	0 Sqm		
Name 3	0 Sqm		
Name 4	0 Sqm		
Name	0 Sqm		

Hotel Accommodation include breakfast (net rate)

Superior Room	Single	IDR 0	Weight Score 30%
	Double	IDR 0	
Deluxe Room	Single	IDR 0	
	Double	IDR 0	
VIP Room	Single	IDR 0	

Conference Facilities Services (net rate) in IDR

1 Coffee Break (Half day meeting)	IDR 0	Weight Score 40%
1 Break+lunch (Half day meeting)	IDR 0	
2 Breaks+lunch (Full day meeting)	IDR 0	
2 Breaks+lunch+dinner (Full day)	IDR 0	
2 Breaks+lunch+dinner+ room(Full board meeting) in Twin Sharing Rooms	IDR 0	

Food & Beverages/Pax (net rate) in IDR

Breakfast (buffet)	IDR 0	Weight Score 10%
Lunch (Buffet)	IDR 0	
Dinner (Buffet)	IDR 0	
Cocktail Reception	IDR 0	

Services & Amenities (net rate), in IDR

Photocopy charge (price per page)	IDR 0	Weight Score 10%
Fax charge (price per page)	IDR 0	
Printing (price per page) - B&W	IDR 0	
Printing (price per page) - color	IDR 0	
Transfer to/from airport (price per trip)	IDR 0	
Group Photo (price per unit)	IDR 0	

Audio/visual & other equipment's rental (Net rate)/Day, in IDR

Computer Notebook (Price per day)	IDR 0	Weight Score 10%
Computer Desktop (Price per day)	IDR 0	
LCD Projector +Screen (Price per day)	IDR 0	
PA system (microphones etc.) (Price per day)	IDR 0	
Wireless Internet – 10 MBps	IDR 0	

GENERAL CHECK LIST	YES/NO/Remarks
Equipment	
Lighting, possibility to dim lights partly or fully during presentations	
Generators in case of power cuts	
Rooms	
Safety box in the rooms	
Air conditioner	

Minibar with drinks and snacks	
Balcony / terrace	
Shower	
Bath tub	
Hot water (especially during rush hours) and water pressure	
Internet / wireless connection	
Telephone	
Satellite TV	
Iron	
Kitchenette in one or more rooms	
General Services/Facilities	
Laundry	
Ironing	
Bar	
Restaurant	
Gym	
Swimming pool	
Public computers / internet or wireless connection	
Other communication facilities (telephones, faxes etc.)	
24-hour reception	
Reservations, travel tickets, travel agency etc.	
Room service	
Safety boxes	
ATM machines	
Money exchange	
Car rental facilities	
Acceptance of credit cards and traveler's checks.	
Welcome Drink	
Shop at the hotel	
Special Facilities for disabled participants	
Guest rooms (how many)	
Ramps	
Bathroom adapted on disabled guest rooms	
Lift Entrance: Width 90cm - Height 210cm	
Bathroom: Width 88cm - Height 205cm	

Important Note: Duly signed/stamped and electronic copy of the List of Information should be provided as part of offer.

Name of
representative:

Address:

Telephone/Fax:

Date :

ANNEX 3
FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ.

TABLE 1: Hotel List of Information

*Please fill all the rates for all the types of services your hotel provided in the List of Information Form attached.

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Accepting / Signing UNDP Long Term Agreement Contract			
UNDP Terms of Payment			
Validity of Quotation 60 days			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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

¹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

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

ANNEX 4

UNITED NATIONS DEVELOPMENT PROGRAMME GENERAL CONDITIONS OF CONTRACT (SERVICES)

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. 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. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. 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 its 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:
 - (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. 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 UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 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, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

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

19 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20. MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.1 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

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

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Long Term Agreement Template

LONG TERM AGREEMENT (LTA)

"HOTEL SERVICES in Bandung for UNDP INDONESIA"

LTA/...../.....

Ref: "Long Term Agreement (LTA) for Hotel Services in Bandung for UNDP Indonesia"

The United Nations Development Programme is entering into this Long Term Agreement on behalf of all United Nations Agencies, Programmes and Funds in Indonesia as listed in Annex Each individual United Nations Agency, Programme or Fund utilizing the entitlements under this Long Term Agreement shall be individually and solely responsible for any costs, benefits or liabilities that accrue through their utilization of said entitlements.

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its Country Office at UNDP, Menara Thamrin 8th Floor, Jl. M.H. Thamrin Kav 3, Jakarta 10250 Indonesia (hereinafter called "UNDP") on behalf of UN Agencies in Indonesia and (hereinafter called "the Contractor") with its office

WHEREAS, UNDP acting on behalf of UN Agencies in Indonesia, desires to enter into a Long Term Agreement for the provision of hotel services by the Contractor to UNDP, pursuant to which the UNDP Indonesia Country Office and other UN Agencies can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Solicitation for Proposal "Hotel Services for UN in Jakarta and other cities in Indonesia" the offer of the Contractor was accepted;

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

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto ("Hotel Services"), as and when requested by the UNDP Indonesia Country Office or other UN Agencies and reflected in a Purchase Order or relevant contractual instrument of a respective UN Agency.
2. Such Services shall be at the discount prices listed in Annex 1. UNDP shall, at 6 monthly intervals, or such other interval as UNDP shall decide, solicit the Contractor for an updated list of prices for services. While the prices may change, the percentage rate of discount for UNDP Indonesia Country Office or other UN Agencies shall remain the same for the length of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be in force for three years from the Entry into Force of this Agreement.

Article 2: CHANGES IN CONDITION

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

Article 3: CONTRACTOR'S REPORTING

5. The Contractor is expected to report semi-annually to UNDP on the Services provided to UNDP.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNDP General Conditions for Professional Services, attached as Annex 2, shall apply to this Agreement, and any subsequent Purchase Orders/Contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.
8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of three years.

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

For and on behalf of:

(NAME OF THE HOTEL)

**UNITED NATIONS
DEVELOPMENT PROGRAMME
ON BEHALF OF UN AGENCIES
IN INDONESIA**

Mr/Mrs.

Position: _____

.....

Date: _____

Date: _____

Cleared by:

John Benjamin
Procurement Specialist
