

**Additional Questions/ Clarification by Bidders****Assignment Name:****ITB/UNDP-006-2016- GSSU Operations Services****Closing Date of RFP:****24<sup>th</sup> February 2016 [11:59p.m. Malaysia time]**

-----

**Here below are Answers to Questions raised regarding the above assignment:**

1.

Questions:	Any possibility to know how many Recruitment Agencies are you inviting for this ITB?
Answer:	This is an open tender where any eligible companies are entitled to submit their bids. At the same time, we are also sending direct invitation to companies in Malaysia to maximise bids.

2.

Questions:	Page 10: Clause 19: Joint Venture, Consortium or Association: Our company is in the midst of being acquired by a multinational company (still in due diligence stage) and is expected to finalise by Apr / May 2016 time frame if everything goes well. The company name will remain the same. The new party will hold 60% of our shares and the remaining 40% will be ours for couple of years. How should we proceed as the deal has yet to be confirmed? Is it possible to use their name and profile to support us in getting the deal?
Answer:	Please use the current profile for the submission as it is still legally recognised. Please also provide information pertaining to this JV as part of the submission for our perusal.

3.

Questions:	Page 24: Scope of work: it is stated we have to absorb and manage the individual consultants. Are we managing them in the areas of HR perspective or his/her work performance? Do you have your own superior to monitor his/her work performance?
Answer:	From HR perspective Yes

4.

Questions:	Page 40: Annex 2: For the ITB you extended to us, are you looking for Malaysians only? ( we are unable to do foreign candidates for now )
Answer:	Must be Malaysian Citizen or resident with valid work permit.

5.

Questions:	Page 43: Section 5: Item 9: Top 3 Biggest Contract – are you requesting on outsourcing / contracting only or inclusive of permanent placement (under the client’s payroll)?
Answer:	Any of the 3 or all categories

6.

Questions:	Page 49: Section 7: Clause 3: It is stated all prices must be exclusive of all taxes. Do you have any exemption letter from the Customs of Malaysia with regards to the exemption, e.g. GST? We have contacted the customs department and they directed us to refer to the following : <a href="http://gst.customs.gov.my/en/rg/SiteAssets/gst_relief/BUTIRAN%20262c%20PINDAAN%20220615.pdf">http://gst.customs.gov.my/en/rg/SiteAssets/gst_relief/BUTIRAN%20262c%20PINDAAN%20220615.pdf</a> . It seems from the First Paragraph : it is mentioned the taxes are applicable for services (“perkhidmatan”) rendered. Please clarify if otherwise
Answer:	We will arrange for the exemption letter for successful bidder

7.

Questions:	Section 9: Page 2: Article 1: Scope of Work: Item no 2: What do you mean by “Such services shall be at the discount prices listed in Annex 3”? And what and where is Annex 3?
Answer:	This is our standard agreement template and it is not applicable in this situation. Annex 3 is not applicable for this case

8.

Questions:	<p>UNDP : General Conditions of Contract for Services :</p> <p>Page 5 :</p> <p>Clause 8.3: It is mentioned we have to maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury etc. What is the adequate amount required? So far, our clients do not request such coverage (we only have about 70 – 80 contractors and careful in accepting orders from clients).</p> <p>Clause 8.5: When do we need to provide the evidence to UNDP on the insurance, e.g. after 2 months for the date of award? As far as I know, the minimum cost of premium will be pretty high and that will be taken into consideration in providing you the costing.</p> <p>Clause 8.5: As mentioned, we are in the midst of being acquired but have yet to be finalised. Is there possibility to use the other party's insurance coverage (if they have) for the insurance requirements?</p>
Answer:	This is UNDP standard terms. It is not applicable for this particular case.

9.

Questions:	<p>Page 8: 15.2: UNDP reserves the right to terminate without cause this Contract at any time upon 15 days written notice. As we are the "employer" of the contract staff, we would require reasonable reasons and proper procedure for the termination of the staff, otherwise we can get into a liable suit. Please advise</p>
Answer:	This is UNDP standard terms. Being a responsible organisation, 'termination' per se will be effected when there is compelling reasons to do so which rarely takes place if contract performance is not a major issue.

----- End of document -----