

REQUEST FOR QUOTATION (RFQ) (Services)

To: All Interested Bidders	DATE: March 1, 2021
	REFERENCE: RFQ/UNDP/PETRA/005/2021 – Provision of Cleaning and Security Services for UNDP PETRA Office in Mataram - West Nusa Tenggara

Dear Sir / Madam:

We kindly request you to submit your quotation for **Provision of Cleaning and Security Services for UNDP PETRA Office in Mataram – West Nusa Tenggara**, as detailed in **Annex 1** of this RFQ. When preparing your quotation, please be guided by the form attached hereto as **Annex 2**.

Quotations may be submitted on or before **Wednesday**, **March 10**, **2021** at **17:00** (**Western Indonesian Time**, **GMT+7**) and via $\boxtimes e$ -mail to the address below:

United Nations Development Programme Email: bids.id@undp.org

Quotations submitted by email must be limited to a maximum of 10MB per transmission, 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	□United States Dollars
Currency of Quotation ¹	□Euro
Value Added Tay on Drice	☑Local Currency : IDR (Indonesian Rupiah)
Value Added Tax on Price Quotation ²	☑ Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission	Wednesday, March 10, 2021 by 17.00 (Western Indonesian Time,
of Quotation	GMT+7)
or quotation	GWITT
All documentations, including	⊠ English
catalogs, instructions and	
operating manuals, shall be	
in this language	
Customs clearance ³ , if	N/A
needed, shall be done by:	
Exact Address/es of Delivery	UNDP – PETRA Office in Mataram, West Nusa Tenggara
Location/s (identify all, if multiple)	Jl. Anggrek No. 18, Kota Mataram, Provinsi Nusa Tenggara Barat
inditiple)	
UNDP Preferred Freight	N/A
Forwarder, if any ⁴	
Distribution of shipping	N/A
documents (if using freight forwarder)	IN/A
	Provision of cleaning and security services for UNDP PETRA Office in
Delivery Schedule	Mataram on a monthly basis, with contract duration of 12 months.
Documents to be submitted ⁵	☑ Duly Accomplished Form as provided in Annex 2, and in
	accordance with the list of requirements in Annex 1;
	☑ Company Business Registration Certificate (e.g. TDP or SIUP);
	☐ Curriculum Vitae of all proposed personnel. Gada Pratama
	Security Guard Certificate shall be attached for each security
	personnel;
	☑ Written Self-Declaration of not being included in the UN Security
	Council 1267/1989 list, UN Procurement Division List or other UN
	Ineligibility List;
	☐ Other
Period of Validity of Quotes	⊠ 60 days
starting the Submission Date	In according to the second single second sec
	In exceptional circumstances, UNDP may request the Vendor to
	extend the validity of the Quotation beyond what has been initially

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¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

² This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods. ³ Must be linked to INCO Terms chosen.

⁴Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

⁵ First 2 items in this list are mandatory for the supply of imported goods

	indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	Not permitted Not permitted
	□ Permitted
Payment Terms ⁶	☐ 100% upon complete delivery of goods (on a monthly basis) ☐ Others
Liquidated Damages	N/A
Evaluation Criteria [check as many as applicable]	 ☑ Technical responsiveness/Full compliance to requirements and lowest price⁷ ☑ Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criteria and cannot be deleted regardless of the nature of services required]
	☐ Earliest Delivery / Shortest Lead Time ⁸ ☐ Others
UNDP will award to:	☑ One and only one supplier ☐ One or more Supplier
Type of Contract to be Signed	 □ Purchase Order □ Long-Term Agreement⁹ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) ☑ Other Type/s of Contract Professional Service Contract: Institutional Contract
Special conditions of Contract	☑ Cancellation of Contract/PO if the delivery/completion is delayed beyond the agreed date
Conditions for Release of Payment	☑ Written Acceptance of Services based on full compliance with the service schedule (copy of signed attendance timesheet) on a monthly basis.
	Payment Method: UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in the Contract, make payment within 30 days of receipt of the vendor's invoice, receipt of services/written acceptance of services.
	There will be fixed costs (e.g. personnel's salary, personnel's equipment, BPJS, life insurance, THR, uniforms, and training) and variable cost (e.g. back-up personnel). Payment for variable costs will be processed based on the actual service provided as per

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⁶ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

⁷ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁸ This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

⁹ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

	extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
	Any delay in UNDP's response shall be not used as a reason for
	dedy.ismayadi@undp.org
	galang.wijaya@undp.org
(Written inquiries only) ¹¹	Procurement Unit
Contact Person for Inquiries	Galang Fitra Wijaya and Dedy Ismayadi
	process.
	Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement
	or other UN Ineligibility List
	☑ Others: Form of Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List
	☑ General Terms and Conditions / Special Conditions (Annex 3).
	☑ Form for Submission Supplier's Quotation (Annex 2)
Annexes to this RFQ ¹⁰	☑ Terms of Reference (Annex 1)
	Note: any bank charges and bank commissions shall be borne by the selected vendor.
	the quotation.
	request by UNDP and verified based on the unit price stipulated in

Goods/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/services 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

¹⁰ Where the information is available in the web, a URL for the information may simply be provided.

¹¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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,

Martin Kurnia Head of Procurement March 1, 2021

Annex 1

Terms of Reference

A. Background

An earthquake of magnitude 7 SR with the epicenter at 15 km depth and 18 km north-west of East Lombok, West Nusa Tenggara on Sunday, 5 August 2018 at 18.46 Western Indonesia Time. There have been a number of aftershocks, with the largest being 6.9 SR. the earthquake was felt in Lombok island, Sumbawa island, Bali Island and up to the eastern part of East Java. Many buildings were damaged in Lombok, including in the capital of Mataram City and Sumbawa. Another earthquake with magnitude 7.7 SR has shaken the territory of Palu and Donggala, Central Sulawesi on September 28, 2018 at 17.02 Western Time Indonesia (WIB), 10:02 UTC. The epicenter of the earthquake was 10 km deep some 27 km east of the coast from Donggala, Central Sulawesi. The earthquake also triggered a tsunami that struck the west coast of Sulawesi. UNDP assist the Government of Indonesia to deliver interventions for early recovery needs and develop long-term recovery support initiatives.

To strengthen coordination and support of national level Ministries and the government of Central Sulawesi Province in aligning rehabilitation reconstruction plan (RRR) with development plan in the future, one of UNDP support activities by providing some activities in assisting preparation of the rehabilitation reconstruction program in West Nusa Tenggara Province, and open the new office to support the UNDP programs namely UNDP – PETRA Mataram Office in Jalan Anggrek No. 18, Kota Mataram, Provinsi Nusa Tenggara Barat, Indonesia.

Based on recommendations from UNDSS during the assessment of our new project office in Mataram, there is a requirement to fulfill the standard/minimum for safety and security as part of MOSS compliance, then it is necessary to provide trained Security Guards and Office Cleaners for PETRA Office in Mataram.

B. Objectives

The required services will be for a qualified service provider to provide cleaning and security services for UNDP PETRA Mataram Office, Jl. Anggrek No. 18, Kota Mataram, Provinsi Nusa Tenggara Barat.

The required personnel are 2 (two) cleaning services personnel, 1 (one) security team leader, and 5 (five) security guard during the service contract period of 12 months.

C. Duties and Responsibilities of Personnel

1. Cleaning Services

- a. To clean, wipe, remove dust from office furniture, telephone set, files, books, carpets, rugs, upholstered furniture, garbage bins, walls, windows, door panels, partitions, sills, etc.
- b. To ensure that all working areas are clean and tidy at all times, including their own working area.
- c. To wash, mop and wipe stairs and corridors.
- d. To clean public areas, meeting rooms, Reception areas and other common areas.
- e. To provide support services to meeting arrangement and other official events; such as in meeting room lay-out and seating arrangement, preparation for meeting refreshments (food and beverage), to clean up meeting rooms after the meetings or events.
- f. To clean and wash drinking glasses, plates and other utensils.

- g. CS personnel are not allowed to leave UN premises during working hours unless on an official business and upon approval from Supervisor.
- h. CS personnel should stand by at their working area and easily to be contacted.
- i. Should inform UNDP Focal Point for any lost and found.
- j. To perform waste collection and disposal taking into account segregation and recycling best practices.
- k. On a weekly basis, to clean the whole area.
- I. Get familiar with all of the staffs' faces and sitting location.
- m. To understand and comply with the COVID-19 preventive measures and procedures, as well as to ensure any tools and mechanisms for preventing the risk of COVID-19 are in place within UNDP premise, including but not limited to the use of personal protective equipment (PPE) and hygiene kit, social/physical distancing, reporting mechanism of any potential health risks, and quarantine procedure.

2. Security Services

- a. Safeguard all UNDP property within his/her area of responsibility.
- b. Maintaining access control procedures: body and package/bag search, building search for suspected bombs, personal searches, including badge issuance and denial of access to unauthorized persons/visitors.
- c. Maintaining vehicle access control and search procedures: gate control procedure, barrier operations, driver identification, vehicle searches.
- d. Get familiar with duty station emergency plans: role the security guards in case of fire, explosions, bomb search and building evacuations.
- e. Responsive with threats to facilities and personnel.
- f. Get familiar with office assets, name, location and function.
- g. Immediately report any incidents involving damage, theft, misuse of UNDP property or breaches in personal security to Security Officer or in his absence the UNDP project SFP. Contact Local Police in all instances of criminal activity.
- h. Know location and how to properly operate all fire extinguishers.
- i. Maintain Logbook and Visitor's register.
- j. Patrol entire area of responsibility at least once per hour during each shift, ensuring all offices are locked, beginning at 18:00 06:00 and all day on Sundays and Holidays (record all security checks in log book).
- k. Keep post clean and orderly and wear proper attire.
- I. Report within one hour any criminal incidents or disturbances occurring at UN premises, log all incidents and report to the UNDSS personnel in that location, or Administrative Officer and when required with building owners and management of the premises.
- m. Get familiar with all of the staffs' faces and sitting location.
- n. Provide 24 (twenty four) hours security service and 7 (seven) days.
- o. To understand and comply with the COVID-19 preventive measures and procedures, as well as to ensure any tools and mechanisms for preventing the risk of COVID-19 are in place within UNDP premise, including but not limited to the use of personal protective equipment (PPE) and hygiene kit, social/physical distancing, reporting mechanism of any potential health risks, and quarantine procedure.

D. Working Days and Hours

The required services shall be rendered on a forty (40) hour basis from Monday to Saturday for Cleaning Services; and Monday to Sunday for Security Services. During national declared holidays, the

firm's personnel deployed to the UN premises shall also report for work to render regular services without additional costs.

1. Cleaning Services

a. Working days : Monday to Saturday

b. Working hours

Monday to Friday (06:30-17:30) with the following daily working schedule:

- 06:30-08:30 – working period (2 hours)

- 08:30-09:30 - break

- 09:30-11:00 – working period (1.5 hours)

- 11:00-13:00 – break

- 13:00-14.30 – working period (1.5 hours)

- 14:30-15:30 – break

- 15:00-17:30 – working period (2,5 hours)

Saturday (07:00-12:00)

2. Security Services

Working schedule for security services will be 24 hours/7 days, from Monday to Sunday.

E. Duty and Responsibilities of the Vendor

- 1. Vendor to ensure that all security guards and cleaners are in good condition of health and can perform their duties (during period of Contract/PO) without any risks to the end-user/customer.
- 2. Vendor to ensure that all security guards and cleaners are covered with valid health insurance, provided with the health insurance card/policy.
- 3. Vendor to ensure that all security guards and cleaners are properly trained in terms of safety and security and cleaning the office and possessing good manners and interpersonal skills.
- 4. Vendor to ensure that all security guards hold the security certificate and fully understands the applicable Laws, rules and regulations of the jurisdiction wherein the services are provided.
- 5. Vendor to ensure that all security guards and cleaners at least understand basic English verbal communications and speaking is preferable.
- 6. Vendor to ensure that all security guards and cleaners must wear formal pants and shoes during the operational working hours.
- 7. Vendor to ensure the security guards and cleaners's compensation/benefit is fully compliant with all applicable employment Law, rules and regulations including but not limited to current minimum wage regulations in Mataram, West Nusa Tenggara.
- 8. Vendor shall provide (if requested by the end user/customer) all the documentations related to security guards and cleaners's contract and compensation/benefit.
- 9. Vendor shall apply the mechanism for backup plan in case of failure of presence for security guard or cleaners in any condition without additional cost to the end-user/customer.
- 10. Vendor to ensure all the security guards and cleaners to understand and comply with the COVID-19 preventive measures and procedures, as well as to ensure any tools and mechanisms for preventing the risk of COVID-19 are in place within UNDP premise, including but not limited to the use of personal protective equipment (PPE) and hygiene kit, social/physical distancing, reporting mechanism of any potential health risks, and quarantine procedure.

F. Qualification of Cleaning Services and Security Services Personnel

1. Cleaning Services (2 personnel)

- a. Age: 21 45 years old.
- b. No limitation on gender: either female or male qualified personnel are acceptable.
- c. Having work experience as cleaning service personnel.
- d. Good interpersonal skills.
- e. Fluency in Bahasa Indonesia and local language.

2. Security Services (1 Security Team Leader and 5 Security Guards)

- a. Age: 21 45 years old.
- b. No limitation on gender: either female or male qualified personnel are acceptable.
- c. Health: Free from all communicable diseases and in good general health without physical defects or abnormalities, which would interfere with the performance of guard duty.
- d. Physical condition: Able to perform physical tasks associated with the guard duties to which he is assigned.
- e. Drug dependency and medication: Shall not be dependent on alcohol or other drugs; if using prescribed medication, it shall not hinder the performance of assigned guard duties.
- f. Good interpersonal skills.
- g. Knowledge working with UNDP will be desirable.
- h. Fluency in Bahasa Indonesia and local language.
- Understand guard orders and maintain guard logs and reports in Bahasa Indonesia.
- j. Radio communication: Able to operate UHF hand-held receivers.
- k. Possession of the Gada Pratama Security Guard Certificate (copy of certificate must be submitted);
- I. Must be knowledgeable about physical security systems and deterrents, how to operate an emergency generator, knowledge of alarm systems and bar code systems.
- m. Must have the ability to follow instructions, communicate effectively, be reliable, dependable, firm, courteous and tactful. Must be able to comprehend orders and directives quickly. Must have ability to take clear and deceive action especially during emergency situations.
- n. Capable of handling telephone call in professional manner after working hours, including unwanted calls such as bomb threats.

Quotation received after the deadline for submission shall not be considered. It is the exclusive rersponsibility of the bidder to ensure that (a) the quotation and other required documents are submitted on a timely manner, before the closing date/time, to the specified email address and (b) all documents shall be in PDF format.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹²

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹³)

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 Reference No. RFQ/UNDP/PETRA/005/2021 – Provision of Cleaning and Security Services for UNDP PETRA Office in Mataram – West Nusa Tenggara.

TABLE 1: Compliance with TOR Requirements and Price Offers to Services

No.	Description	Minimum Requirements for Provision of Cleaning and Security Services
1	Full compliance to the personnel's duties and responsibilities, working days and hours as stated in Terms of Reference (TOR)	☐ YES / ☐ NO (please mark one)
2	All personnel to be ensured in good condition of health and can perform their duties (during period of Contract) without any risk to the end-user/customer	☐ YES / ☐ NO (please mark one)
3	All personnel to be ensured of having valid health insurance, provided with the health insurance card/policy.	☐ YES / ☐ NO (please mark one)
4	All personnel are properly trained in terms of safety and security (safety and security system, radio communication, security log), cleaning the office and possessing good manners and interpersonal skills.	☐ YES / ☐ NO (please mark one)
5	All security guards hold the security certificate (Gada Pratama) and fully understands the applicable Laws, rules and regulations of the jurisdiction wherein the services are provided.	☐ YES / ☐ NO (please mark one)

¹² This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

6	Vendor to ensure that all personnel must wear appropriate office attire, trousers/pants and shoes during the operational working hours.	☐ YES / ☐ NO (please mark one)
7	All personnel's compensations/benefit is in full compliance with all applicable employment Law, rules and regulations including but not limited to current minimum wage regulations in Mataram, West Nusa Tenggara.	☐ YES / ☐ NO (please mark one)
8	All the documentation related to personnel's compensation/benefit will be provided (if requested by PETRA Project).	☐ YES / ☐ NO (please mark one)
9	Able to apply the mechanism for backup plan in case of failure of presence for security guard or cleaners in any condition without additional cost to UNDP PETRA Project.	☐ YES / ☐ NO (please mark one)
10	Vendor to ensure all personnel to understand and comply with the COVID-19 preventive measures and procedures, as well as to ensure any tools and mechanisms for preventing the risk of COVID-19 are in place within UNDP premise, including but not limited to the use of personal protective equipment (PPE) and hygiene kit, social/physical distancing, reporting mechanism of any potential health risks, and quarantine procedure.	☐ YES / ☐ NO (please mark one)
11	Age of all personnel for cleaning and security services is in the range of 21 – 45 years old.	☐ YES / ☐ NO (please mark one)
12	All personnel for cleaning and security services are fluent in Bahasa Indonesia and local language.	☐ YES / ☐ NO (please mark one)
13	Proposed cleaners have working experience as cleaning service personnel.	☐ YES / ☐ NO (please mark one)

No.	Description	DURATION (Month)	NUMBER OF PERSON	UNIT COST PER PERSON / ITEMS PER MONTH (IDR)	TOTAL COST FOR 12 MONTHS (IDR)	
14	Cleaning Services					
Α	Net Monthly Salary.	12	2			
В	Health Insurance (BPJS Kesehatan)	12	2			
С	Social Worker Insurance (BPJS Ketenagakerjaan).	12	2			
D	Life Insurance.	12	2			
Е	Allowance for religious holiday (THR). Note: As this allowance is given one time annually, the total allowance shall be divided by 12 months in the Unit Cost.	12	2			
F	Uniform (shirts, trousers/pants, shoes). Note: As this provision is given one time, the total amount shall be divided by the number of person (2 persons) in the Unit Cost.		2			
G	Training. Note: The total amount allocated for one year shall be divided by 12 months in the Unit Cost.	12	2			
Н	Back-up Support when the personnel is taking the annual or sick leave.	12	2			
	TOTAL COST					
I	Management Fee.			%		
	SUB TOTAL A (Total Cost + Management Fee)					

No.	Description	DURATION (Month)	NUMBER OF PERSON	UNIT COST PER PERSON / ITEMS PER MONTH (IDR)	TOTAL COST FOR 12 MONTHS (IDR)
15	Security Services				
Α	Net Monthly Salary for Security Team Leader.	12	1		
В	Net Monthly Salary for Security Guards.	12	5		
С	Health Insurance (BPJS Kesehatan)	12	6		
D	Social Worker Insurance (BPJS Ketenagakerjaan).	12	6		
Е	Life Insurance.	12	6		
F	Allowance for religious holiday (THR). Note: As this allowance is given one time annually, the total allowance shall be divided by 12 months in the Unit Cost.	12	6		
G	Uniform (shirts, trousers/pants, shoes). Note: As this provision is given one time, the total amount shall be divided by the number of person (6 persons) in the Unit Cost.		6		
Н	Training. Note: The total amount allocated for one year shall be divided by 12 months in the Unit Cost.	12	6		
ı	Note: As this provision is given one time, the total amount shall be divided by the number of person (6 persons) in the Unit Cost.		6		
J	Personal Equipment (Baton, Handcuffs, etc.)		6		

	Note: As this provision is given one time, the total amount shall be divided by the number of person (6 persons) in the Unit Cost.				
K	Back-up Support when the personnel is taking the annual or sick leave.	12	6		
				TOTAL COST	
L	Management Fee			%	
	SUB	TOTAL B (Tota	al Cost + Mar	nagement Fee)	
	GRAND TOTAL COST FOR 12 MONTHS (SUB TOTAL A + SUB TOTAL B)				

Note:

- 1. There are fixed costs (e.g. personnel's salary, personnel's equipment, BPJS, life insurance, THR, uniforms, and training) and variable cost (e.g. back-up personnel). Payment for variable costs will be processed based on the actual service provided as per request by UNDP and verified based on the unit price stipulated in the quotation.
- 2. Any bank charges and bank commissions shall be borne by the selected vendor.
- 3. All prices/rates quoted above are exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
- 4. In case of discrepancy between unit price and total price, the lower price shall prevail and the higher price shall be corrected.

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

	Your Responses					
Other Information pertaining to our Quotation are as follows :	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate your reason			
Comply to meet the requirement stated in						
Annex 1 - Terms of Reference						
Acceptance to UNDP Terms of Payment						
Validity of Quotation 60 days						
All Provisions of the UNDP General Terms and Conditions						

PRICE CONSIDERATIONS

UNDP envisages to enter into contract for 1 (one) year with the option to renew for the 2nd and 3rd year. The Bidders should specify whether the prices would remain firm for the entire contract period, or alternatively, they should indicate a maximum yearly increase rate.

For the 2 nd year of the contract [please check one]
\square The prices will remain fixed for the duration of the contract
☐ The prices will increase yearly by a maximum percentage of% [specify], which include
the overhead cost.
For the 3 rd year of the contract [please check one]
\Box The prices will remain fixed for the duration of the contract
☐ The prices will increase yearly by a maximum percentage of% [specify], which include:
the overhead cost.

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]

Annex 3

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

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

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship

and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, tradename or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to <u>Force Majeure</u>), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

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 Purchase Order 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 Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section 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 related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty

- shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

(This should be written in the Letterhead of the Bidder)

Insert: Location Insert: Date

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

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for (*insert*: *title of services required as per RFQ*).

We hereby declare that:

We are currently not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List

We remain,			
Yours sincerely,			
Name and Title of Signator Name of Firm:	ry:		
[Please mo	rk this letter with your co	orporate seal, if available]	