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REQUEST FOR QUOTATION (RFQ) (Services)

To: Interested Bidders	DATE: May 29, 2017
	REFERENCE: RFQ/UNDP/EU/PMR/043/2017 PROVISION OF RENTAL CAR SERVICE TOYOTA KIJANG INNOVA (INCLUSIVE DRIVER) FOR PMR PROJECT

Dear Sir / Madam:

We kindly request you to submit your quotation for **Provision of Rental Car Service TOYOTA KIJANG INNOVA (Inclusive Driver) for PMR Project**, 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 **June 5, 2017 by 16.00 (Jakarta Local Time)** Indonesia - Jakarta Local time and via ☒ *e-mail*, ☒ *courier mail* to the address below:

United Nations Development Programme

Menara Thamrin Building, 8th Floor

Jl. M.H. Thamrin, Kav. 3

Jakarta 10250, Indonesia

Tel: 021-2980 2300 ext 835

Attn: Procurement Unit

RFQ/UNDP/EU/PMR/043/2017

Provision of Rental Car Service Toyota Kijang Innova and Driver for PMR Project

E-mail : bids.id@undp.org

Quotations submitted by email must be limited to a maximum of 7 MB per email and it should be virus-free. 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 abovementioned good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> Other DDP	
Customs clearance ¹ , if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Jakarta	
UNDP Preferred Freight Forwarder, if any ²	N/A	
Distribution of shipping documents (if using freight forwarder)	N/A	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> Please refer to Annex 1 <input type="checkbox"/> As per Delivery Schedule attached Time Zone of Reference : Jakarta Local Time	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements	N/A	
Mode of Transport	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER
Preferred Currency of Quotation ³	<input checked="" type="checkbox"/> Local Currency : IDR	
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Others full support as required in Annex 1 of this tender document	
Deadline for the Submission of Quotation	Monday 5th June 2017 at 16.00 WIB - Jakarta Local Time	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	
Documents to be submitted ⁵	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;	

	<input checked="" type="checkbox"/> Others: Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 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"/> Permitted [Bid is divided into 2 Lots, bidders may quote for single or all lots, but in any case must quote for all items and quantities specified in each lot. Partial Quotes will not be accepted.]
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of service and upon submission of original invoice (for monthly basis)
Liquidated Damages	N/A
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One or more Supplier, depending on the following factors: <i>UNDP will award the contract to one or more bidders on LOT basis</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Other Type/s of Contract : Rental Vehicles Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed beyond the agreed date <input checked="" type="checkbox"/> Others: The issued PO will be cancelled if the selected contractor does not meet the minimum requirement of this RFQ and agreed design
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Service (signed Vehicle and Driver Log) <input checked="" type="checkbox"/> Others (upon receipt of Original Invoice) Payment Method: Monthly Rental Basis: Payment will be made upon receipt of Original Invoice, receipt of Services/Written acceptance of Service and Driver Log, at the end of every months
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications and Criteria of the Required Service (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Others: Sample of Rental Vehicles Contract (Annex 4) 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) ⁶	Teguh Budi Santoso (teguh.santoso@undp.org) and Muhammad Adriansyah (muhammad.adriansyah@undp.org) 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.
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Service 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 service 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/procurement/protest.shtml>.

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
Head of Procurement Unit
29 May 2017

ANNEX 1

RFQ/UNDP/EU/ PMR/043/2017

PROVISION OF RENTAL CAR SERVICE TOYOTA KIJANG INNOVA (INCLUSIVE DRIVER) FOR PMR PROJECT

TERMS OF REFERENCE

PROVISION OF RENTAL CAR SERVICE

1. The Selection Criteria are as follow:

No	Criteria
1	Firm must have successfully and continuously been engaged in providing transportation services to commercial/ business facilities over the last three (3) years.
2	Provide licenses, permits, certifications and related paperwork to operate as a transportation service firm in accordance with all applicable laws, rules and regulations of the jurisdiction wherein it is providing services.
3	Firm to provide vehicle at the latest one year of manufacture upon receipt of Purchase Order (daily basis) and signing of a contract (monthly basis)
4	Mechanism for backup plan in case of sick leave or the car broke down during the period of service
5	Describe the pre-employment screening process your company will follow before assigning personnel to support the requirements and availability of training
6	Describe how your company trains its employees to ensure high quality driving services required under this solicitation and any other training related to road safety policy.
7	Describe the medical clearance process (e.g. annual physical checkup) your company follows to ensure that all drivers can perform their duties without any risk to the purchaser's employees.
8	Explain qualifications of your drivers in terms of working experience and their ability to understand English.
9	Call Center for complaint management and 24 hours requests
10	The selected company has to agree to pay Driver salary on time and in the manner required as below: For Monthly Rental Basis: first week of the following month

2. Minimum Requirement will be as follow:

Item	Description
1.	<p>Rental of 2 Vehicles (Toyota Kijang Innova type G 2.0 (1unit A/T and 1 unit M/T) min. Year 2012 with driver (exclusive gasoline, fuel will be reimbursed based on actual usage & actual market price).</p> <p><u>Specification for vehicle (minimum):</u> Vehicle Manufacture maximum five years at signing of contract or issuance of Purchase Order or above, Family Wagon (MPV), seven (7) sitters (excluding driver), Double Blower AC, Radio Tape, and equipped with necessary safety equipment (fire extinguisher, seat-belt, spare tire, mechanical jack, basic hand tools, flash lights, safety triangle and car first aid kit).</p> <p><u>Requirement for Driver (minimum):</u> has a valid driving license with clean record, has minimum 5 years experiences as a driver, has ability to understand English, properly trained in the operation and maintenance of the vehicles, possess excellent knowledge of local roads, possess good knowledge and capability in vehicle safety driving, and possess good manners and interpersonal skills including <i>(one month probation will be applied as the basis to determine the driver's contract continuation. In the case of unsatisfactory performance, selected vendor has to provide a new replacement).</i> The Salary for driver should include BPJS, Lebaran Allowance/THR, Health Insurance and monthly motor parking fee for drivers (if any).</p>
2.	<p>Working Days and Hours for driver on monthly basis: Monday – Friday and 8.00 AM – 6.00 PM.</p> <p>1 units A/T for the period of 12th June 2017 – 31st December 2017</p> <p>and 1 unit M/T for the period of 20th August 2017 – 31st December 2017</p> <p>The 10 working hours shall be adjusted within the day, as per requirements of UNDP. Working outside the working hours as well as during Indonesian Government's official holidays shall be considered as overtime for the Driver. <u>During the weekends, holidays, and after office hours, the vehicle will be put in standby in vendor's rental pool(to be defined later).</u></p>
3.	<p>When Driver is required to stay overnight outside of Duty Station, both Drivers for daily and monthly basis will receive Travel Allowance based on the agreed rate proposed by the selected Vendor. UNDP will process the payment upon receive of invoice and appropriate substantiating documentation.</p>
4.	<p>All vehicles should be Covered by "All Risk" vehicle insurance inclusive passenger and third parties.</p>
5.	<p>Registered with a reputable towing services firm with 24-hour on-call and on-the-road assistance.</p>
6.	<p>Availability of replacement within maximum 4 hours if vehicle is out of order or driver is absence for monthly basis rental car and maximum 1 hour for daily basis.</p>
7.	<p>Officially registered for operation during the period of the Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law (e.g. STNK).</p>
8.	<p>Contract Duration: 1 unit Innova type G 2.0 A/T Initially start from 12th June 2017 up to 31st December 2017 and 1 unit Innova type G 2.0 M/T Initially start from 20th August 2017 up to 31st December 2017 with possibility of addition of unit car upon satisfactory performance and depend on the availability of budget.</p>

ANNEX 2

PRICE SCHEDULE

FORM FOR SUBMITTING SUPPLIER'S QUOTATION
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁷)

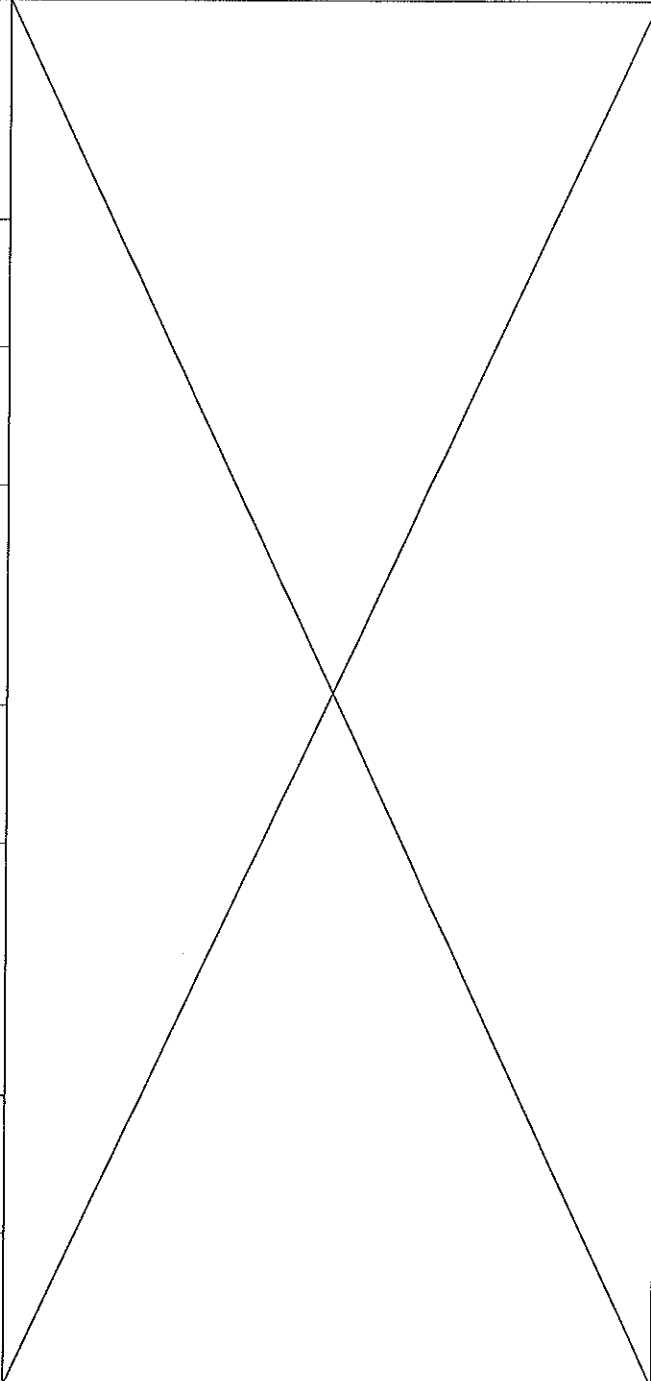
We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per TOR (Terms of Reference) in Annex 1

1. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
2. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.

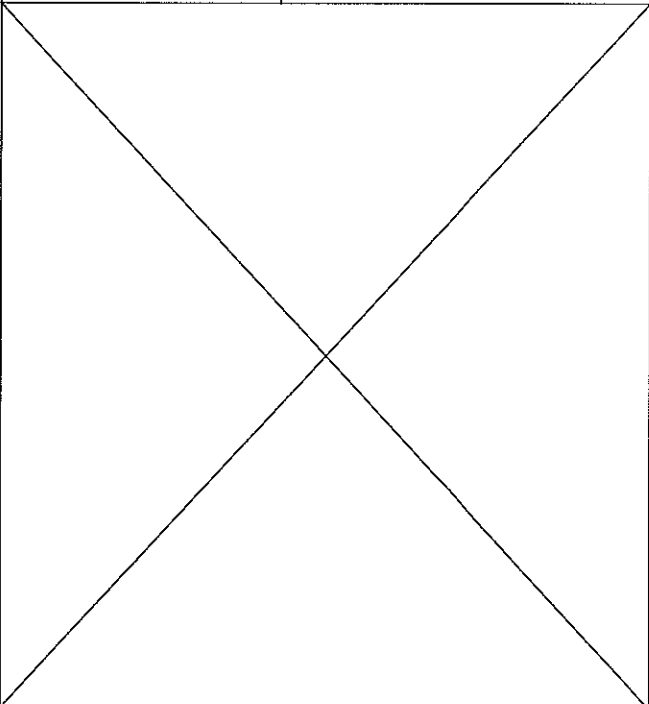
TABLE 1:

Lot-1

No.	Description	Remarks	Unit Cost/ Unit/Month (IDR)	Total Cost/ Month (IDR)
1	Rental of a Two Wheel Drive Vehicle (Toyota INNOVA Type G 2.0 A/T or its equivalent) with driver (exclusive gasoline, fuel will be reimbursed based on actual usage & actual market price). Specification for vehicle (minimum): Vehicle Manufacture maximum one years at signing of contract or issuance of Purchase Order or above, Family Wagon (MPV), seven (7) sitters (excluding driver), Double Blower AC, Radio Tape, and equipped with necessary safety equipment (fire extinguisher, seat-belt, spare tire, mechanical jack, basic hand tools, flash lights, safety triangle and car first aid kit). The Salary for driver should include Jamsostek, Lebaran Allowance/THR and Health Insurance	1 unit		
2	Over time as requested by UNDP (estimated number of overtime/month/unit = 40 hours) Unit cost per hour= IDR ...	Unit cost per month for 1 units		
3	Travel Allowance as requested by UNDP (estimated number of travel allowance/month/unit = 20 days)	Unit cost per month for 1 units		

	Unit cost per day= IDR....			
4	All Risk Vehicle insurance	Insurance's Name:..... Issued by Insurance Company:.....		
5	Registered with a reputable towing services firm with 24-hour on-call and on-the-road assistance	Company's name:.....		
6	Availability of replacement within maximum 4 hours if vehicle is out of order or driver is absence	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)		
7	Officially registered for operation during the period of the Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law (e.g. STNK)	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)		
8	Delivery time 12th June 2017 – 31st December 2017	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)		
9	Brand and model of proposed vehicle	Vehicle Brand:..... Vehicle Model:..... Year of Manufacture:.....		
10	CV of proposed driver is submitted & copy of SIM	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)		
11	Photo of Vehicle proposed & copy of STNK	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)		
	TOTAL COST/ MONTH (IDR)			
	GRAND TOTAL COST FOR 7 Month (IDR)			

Lot-2

No.	Description	Remarks	Unit Cost/ Unit/Month (IDR)	Total Cost/ Month (IDR)
1	Rental of a Two Wheel Drive Vehicle (Toyota INNOVA Type G 2.0 M/T or its equivalent) with driver (exclusive gasoline, fuel will be reimbursed based on actual usage & actual market price). Specification for vehicle (minimum): Vehicle Manufacture maximum one years at signing of contract or issuance of Purchase Order or above, Family Wagon (MPV), seven (7) sitters (excluding driver), Double Blower AC, Radio Tape, and equipped with necessary safety equipment (fire extinguisher, seat-belt, spare tire, mechanical jack, basic hand tools, flash lights, safety triangle and car first aid kit). The Salary for driver should include Jamsostek, Lebaran Allowance/THR and Health Insurance	1 unit		
2	Over time as requested by UNDP (estimated number of overtime/month/unit = 40 hours) Unit cost per hour= IDR ...	Unit cost per month for 1 units		
3	Travel Allowance as requested by UNDP (estimated number of travel allowance/month/unit = 20 days) Unit cost per day= IDR....	Unit cost per month for 1 units		
4	All Risk Vehicle insurance	Insurance's Name:..... Issued by Insurance Company:.....		
5	Registered with a reputable towing services firm with 24-hour on-call and on-the-road assistance	Company's name:.....		
6	Availability of replacement within maximum 4 hours if vehicle is out of order or driver is absence	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)		
7	Officially registered for operation during the period of the Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law (e.g. STNK)	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)		

8	Delivery time 20th August 2017 – 31st December 2017	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
9	Brand and model of proposed vehicle	Vehicle Brand: Vehicle Model: Year of Manufacture:	
10	CV of proposed driver is submitted & copy of SIM	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
11	Photo of Vehicle proposed & copy of STNK	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
	TOTAL COST/ MONTH (IDR)		
	GRAND TOTAL COST FOR 7 Month (IDR)		

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>
Delivery Lead Time : One week from the issuance of Contract			<u>IF YOU CAN NOT COMPLY, YOU WILL BE AUTOMATICALLY REJECTED.</u>
Availability of replacement within maximum 4 hours if vehicle is out of order or driver is absence for monthly basis rental car.			
Validity of Quotation: 60 days			
All Provisions of the UNDP General Terms and Conditions			<u>IF YOU CAN NOT COMPLY, YOU WILL BE AUTOMATICALLY REJECTED.</u>
Agree to pay Driver salary on time and in the manner required as below: For Monthly Rental Basis: first week of the following month			
Other requirements [pls. specify]	Please provide the contact person, phone and email address		

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/Name of the company]
[Date]

ANNEX 3
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.

ANNEX 4
Sample
Contract for the Rental of a Vehicle with Driver

THIS CONTRACT is entered into this _____ [insert date] in the City of _____ [insert city] between the United Nations Development Programme, a subsidiary organ of the United Nations, an international organization established by treaty, represented by its Resident Representative, having its address at _____ (hereinafter referred to as "UNDP") and _____ [insert name], a _____ corporation, having its address at _____ (hereinafter referred to as "Owner"). UNDP and the Owner are hereinafter collectively referred to as the "**Parties**."

I. CONTRACT DOCUMENTS

This Contract is comprised of the following documents with order of precedence as indicated below in the event of any conflict between or among them:

- a. UNDP General Conditions - Annex B.
- b. This document
- c. Terms of reference/detailed specifications - Annex A.

II. CONTRACT TERM

This Contract shall for commence on _____ and expire on _____ unless otherwise terminated in accordance with Article 15 of the General Conditions attached as Annex B. Upon completion of the above term, UNDP has the option to renew the Contract for additional periods, on the same terms and conditions.

III. OBLIGATIONS OF OWNER

- 3.1 The Owner shall make available to UNDP a vehicle and Driver in accordance with Annex A of this Contract for UNDP use during the period of operation as prescribed in 3.2 below.
- 3.2 The vehicle and Driver shall be made available on request normally during working days [Monday-Friday, Saturday-Thursday, etc.] between the hours of [0600hrs. and 2000hrs]. A weekly schedule will be provided in advance but exceptional requests may be made for operation outside normal hours. During the period of operation for UNDP, the vehicle shall carry passengers or goods authorized by UNDP.
- 3.3 The vehicle shall be:
 - a. Clean, inside and out, and free from any unpleasant odor;
 - b. Road-worthy and in good condition;
 - c. Equipped with necessary safety items, including fire extinguisher, seat-belt restraints, spare tire, mechanical jack and basic hand tools;
 - d. Compliant with applicable insurance, safety or other motor vehicle requirements;
 - e. Registered with a reputable towing services firm with 24-hour on-call and on-the-road assistance with nationwide coverage; and,
 - f. Registered for operation during the period of his Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law.

During the period of operation, UNDP reserves the right to require that the vehicle carry markings that identify it as a UNDP vehicle. These markings are to be removed when the vehicle is no longer used exclusively by UNDP.

- 3.4 The Driver shall be:
- a. Properly trained in the operation and maintenance of the vehicle;
 - b. Sufficiently experienced with at least 5 years experience as a Driver;
 - c. Licensed for operating a motor vehicle, including for passenger service if available;
 - d. Familiar with local routes and destinations;
 - e. Properly attired during hours of operation; and
 - f. Observes at all times basic courtesy to passenger(s), fellow motorists and road authorities.

The Driver shall conform to the standards set forth in Article 3 of the General Conditions of Contract (Annex B). UNDP reserves the right to review the qualifications of the Driver before commencement of service, or at any other time during the term of this Contract, but shall have no obligation to do so. At UNDP request, the Driver shall be replaced with another meeting the above conditions.

- 3.5 The Owner shall be fully responsible for operation of the vehicle and ensure that the Driver operates the vehicle in accordance with applicable law. The Owner shall be fully responsible for payment of salary and other benefits to its Driver as required by the governing labor laws. UNDP shall not be liable for any action, omission, negligence or misconduct of such Driver, nor for any costs, expenses or claims associated with any illness, injury, death or disability of such Driver performing services in connection with this Contract. UNDP shall have no responsibility vis-à-vis the Driver.
- 3.6 During the period of operation for UNDP, the Driver shall receive instructions solely from the UNDP authorized passenger and travel the most efficient, safe and secure route to any indicated destination, without deviation for personal or other reasons not associated with UNDP interests, and without interruption of UNDP's purposes for the trip.
- 3.7 The Owner shall be fully responsible for any and all maintenance, servicing and repair needs of the vehicle during the term of this Contract, and all costs related thereto, and shall ensure that the vehicle operates properly during the term of this Contract. Except in the case of emergencies, the Owner shall ensure that service and repair does not take place during the hours that UNDP requires the vehicle, or at any other time that will interfere with UNDP's purposes for the use of the vehicle.
- 3.8 UNDP reserves the right to inspect the vehicle before putting it into service under the terms of this Contract, or at any other time during the term of this Contract, but shall have no obligation to do so. In the event UNDP opts to inspect the vehicle, such inspection shall be carried out in the presence of the Owner or the Owner's designate. If an inspection reveals that the vehicle is not in a road worthy condition, requires service or repair or does not otherwise comply with the terms of this Contract, the Owner shall promptly have such work done, at its costs and expense, failing which UNDP reserves the right to terminate the Contract for cause.
- 3.9 The Owner is responsible for any items left in the vehicle by UNDP passengers. Such items shall be returned to UNDP promptly upon discovery.
- 3.10 Third party liability insurance required under Article 8.3 of the General Conditions, attached hereto as Annex B, shall include coverage for all passengers including UNDP personnel and other authorized passengers.

IV. Payment

- 4.1 For the satisfactory completion of the services under this Contract, UNDP shall pay an amount not to exceed _____ calculated as a daily charge of _____ [for example \$50] for actual used during the period of operation plus a unit charge of _____ [for example \$ 0.30] for duly receipted cost of fuel based on the actual kilometers traveled during the period of operation.
- 4.2 For purposes of calculating fuel cost, the Driver shall have the odometer reading certified at the beginning and end of each trip for UNDP and shall bear the responsibility of securing receipt for presentation to UNDP upon request or appropriate billing. The certified records shall be submitted together with the Owners invoice. All other billings for incidental expenses incurred during UNDP's use of the vehicle shall be at cost and supported by official receipts, subject to UNDP's acceptance to bear such costs.
- 4.3 Payments shall be made on a [monthly]⁸ basis within thirty (30) days of the submission of an invoice by the Owner, together with all appropriate substantiating documentation. UNDP reserves the right to withhold payment if UNDP disputes an invoice, or a portion thereof.
- 4.4 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services
- 4.6 Payments shall be made by wire transfer to the following bank and account:
- Bank Name:
Account Number:
Name of:
ABA Routing Number:
- 4.7 If the vehicle is out of service during the hours that it is to be available for UNDP, UNDP shall be entitled to [_____] rebate on the fees], as detailed in Annex A.

⁸ For short-term rentals, payment terms should be adjusted accordingly.

V. Notices

Any notices required to be given hereunder shall be delivered by hand delivery, recognized courier service [or registered mail] and shall be deemed to have been received on the earlier of (i) the date of actual receipt, or (ii) one (1) business day after being given to an express courier with a reliable system for tracking delivery. In the case of UNDP:

In the case of OWNER:

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have affixed their signature below:

For and on behalf of Owner,

By

(Name and Title)

(Signature)

(Date)

For and on behalf of the United Nations
Development Programme,

By

(Name and Title)

(Signature)

(Date)

ANNEX A Terms of Reference/Detailed Specifications

[Describe required use of vehicle, including hours; description/condition of vehicle, detailed requirements, including obligations for fueling, service schedule. Ensure references in the main contract document to Annex A are adequately addressed.]