



REQUEST FOR QUOTATION (RFQ) (Services)

To: All Interested Bidders	DATE: September 3, 2020
	REFERENCE: RFQ/UNDP/PETRA/048/2020 – Provision of Car Rental including Drivers for PETRA Office in Palu

Dear Sir / Madam:

We kindly request you to submit your quotation for **Provision of Car Rental including Drivers for PETRA Office in Palu**, 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 **Thursday, September 10, 2020 at 17:00 (Western Indonesian Time, GMT+7)** and via ☒ *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:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	N/A
Preferred Currency of Quotation ¹	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : IDR (Indonesian Rupiah)
Value Added Tax on Price Quotation ²	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	Thursday, September 10, 2020 by 17.00 (Western Indonesian Time, GMT+7)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Customs clearance ³ , if needed, shall be done by:	N/A
Exact Address/es of Delivery Location/s (identify all, if multiple)	UNDP – PETRA Office in Palu, Central Sulawesi Jalan Elang No. 1A, Birobuli Utara, Palu Selatan, Palu, Sulawesi Tengah
UNDP Preferred Freight Forwarder, if any ⁴	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)	Provision of car rental including drivers on a monthly basis, with estimate contract duration of 10 months (24 October 2020 – 23 August 2021)
Delivery Schedule	Provision of car rental including drivers on a monthly basis, with estimate contract duration of 10 months (24 October 2020 – 23 August 2021)
After-sales services required	<input checked="" type="checkbox"/> as specified in Annex 1 for each item
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"/> Company Business Registration Certificate;

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.

⁴ Depends 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

	<input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> Other: 1. Registration/plates numbers affixed to the vehicles as required by law (e.g. STNK).
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"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms ⁶	<input checked="" type="checkbox"/> 100% upon complete delivery of goods (on a monthly basis) <input type="checkbox"/> Others
Liquidated Damages	N/A
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁷ <input checked="" type="checkbox"/> 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] <input type="checkbox"/> Earliest Delivery / Shortest Lead Time ⁸ <input type="checkbox"/> Others
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement ⁹ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input checked="" type="checkbox"/> Contract for Rental Vehicle
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract/PO if the delivery/completion is delayed beyond the agreed date
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services (Vehicle and Driver's log are fully signed) <input checked="" type="checkbox"/> Others (Upon receipt of Original Invoice)

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 cheque 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

	<p>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 and driver's log at the end of every month.</p> <p>There will be fixed costs (e.g. monthly vehicle, drivers' salary and operational cost) and variable costs (e.g. overtime cost, travel allowance, etc.). Payment for variable costs will be processed based on the actual usage as per drivers' log book and verified based on the unit price stipulated in the quotation.</p> <p>Note: any bank charges and bank commissions shall be borne by the selected vendor.</p>
Annexes to this RFQ ¹⁰	<p><input checked="" type="checkbox"/> Terms of Reference (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 : Form of Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only) ¹¹	<p><i>Galang Fitra Wijaya and Feby Utari</i> <i>Procurement Unit</i> <i>galang.wijaya@undp.org</i> <i>feby.utari@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

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.

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.

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 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
September 3, 2020

Terms of Reference

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 Central Sulawesi, and open the office to support the UNDP programs namely UNDP – PETRA Office in Jalan Elang No. 1A, Birobuli Utara, Palu Selatan, Palu, Sulawesi Tengah.

In regard to the above information and also as a part of MOSS compliance, then it is necessary to provide the means transportation to support the programme in Central Sulawesi on a monthly rental basis. Based on the following stated above that we have planned to process the vehicle rental with the available local vendors in Palu, with minimum requirement will be as follows:

Minimum requirements for the car rental:

No.	Description	Quantity
1	<p>Rental Vehicle Specification of vehicle:</p> <p>a) Multi-Purpose Vehicles (MPV), Toyota Innova or its equivalent.</p> <ul style="list-style-type: none"> • Toyota Innova Type G with minimum year of manufacture 2017 or its equivalent. • Minimum 2400 cc, M/T, and gasoline engine. • Double Blower AC, Radio Tape, and equipped with necessary safety equipment (seat-belt, spare tire, mechanical jack, basic hand tools, flash lights, safety triangle and car first aid kit). • The Vehicles should be Covered by “All Risk” vehicle insurance inclusive passenger and third parties. • 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) 	2 units

	<p>b) Double Cabin 4x4</p> <ul style="list-style-type: none"> • Minimum year of manufacture 2017. • Minimum 2500 cc, M/T, and gasoline engine. • AC, Radio Tape, and equipped with necessary safety equipment (seat-belt, spare tire, mechanical jack, basic hand tools, flash lights, safety triangle and car first aid kit). • The Vehicles should be Covered by "All Risk" vehicle insurance inclusive passenger and third parties. • 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>c) Drivers Rental (2 persons) Services of 2 (two) drivers that will assigned on a daily basis, with qualification and operational working hours stated below</p>	<p>1 unit</p> <p>2 persons</p>
2	<p>Qualification of Drivers:</p> <ul style="list-style-type: none"> • Has a valid driving license with clean record; • Has ability to understand English (passive); • Healthy to perform their duties, free from all communicable diseases, drugs and in good general health without physical defects or abnormalities, which would interfere with the performance of driver duty; • Has valid health insurance coverage (provided with the insurance card/policy); • 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 driver duties; • Properly trained in the operation and maintenance of vehicles; • Possess excellent knowledge of local roads in Palu, Sigi, Donggala and Parigi Moutong; • Possess good knowledge and capability in vehicle safety driving; • Possess good manners and interpersonal skills; • No limitation on gender: either male or female qualified drivers are acceptable. <p>The salaries for driver should include BPJS Ketenagakerjaan & Kesehatan, Lebaran allowance/THR, meal allowance and mobile phone voucher.</p> <p>The selected company has to agree and comply to pay the drivers' salary in timely manner on a monthly basis at the informed and specified date. Failure to comply may result in payment suspension or contract termination.</p>	
3	<p>Working Hours for drivers on a monthly basis: during workdays (Monday – Friday) start from 08.00 – 17.00 WITA (9 Hours/day incl. 1 hour for lunch).</p> <p>The 9 working hours shall be adjusted within the day. Working outside the working hours, including on weekend, as well as during Indonesian Government's official holidays shall be considered as overtime, which shall be charged per hourly basis.</p>	
4	Vendor must fully comply with Indonesian Road Traffic and Transportation Law No. 22/2009 (UU Lalu Lintas dan Angkutan Jalan No. 22/2009).	
5	Vehicles may be used in Central Sulawesi districts with Duty Station in Palu.	
6	All vehicles should be Covered by "All Risk" vehicle insurance inclusive passenger and third parties. As a mandatory obligation, drivers shall ensure any non-UNDP passengers to sign the waiver of liability form that will be provided by UNDP operation staff.	

7	Call center for complaint management and 24-hour on-call.
8	Vehicles should be properly maintained and following the service period of the service centre. Mechanism for backup plan in case of sick leave (driver) or the car broke down during the period of service. Replacement vehicle if the rented car broke down for more than 4 hours.
9	Officially registered for operation during the period of the Contract with registration documentation in the vehicle and registration/plates numbers affixed to the vehicle as required by law (e.g. STNK).
10	Contract Duration: 10 months (October 2020 – August 2021) with possibility of extension upon satisfactory performance and depending on the availability of budget.

The conditions for the selected vendor are stated below:

Description
<ul style="list-style-type: none"> • Vendor to ensure that every vehicle provided to UNDP is in good working condition (road worthy) such as to ensure the safety of passengers and has all the necessary tools and equipment that may be needed in times of emergency. • Vendor is the legal owner of the vehicles to be leased, and that the vehicles are each properly registered, as evidenced by a Certified True Copy of each vehicle's registration papers. • Vendor is responsible for management and financing every vehicle tax and its extension. • Vendor to ensure that all drivers are in good condition of health and can perform their duties (during period of Contract/PO) without any risk to the end-user/customer. • Vendor to ensure that all drivers are covered with valid health insurance, provided with the health insurance card/policy. • Vendor to ensure that all drivers are properly trained in terms of driving the MPV (Multi purposes vehicle) and Double Cabin 4x4, possess excellent knowledge of local roads in Palu, Sigi, Donggala and Parigi Moutong, possess good knowledge and capability in vehicle safety driving, and possess good manners and interpersonal skills. • Vendor to ensure that all drivers holds all the valid applicable permits (driving license) and fully understands the applicable Laws, rules and regulations of the jurisdiction wherein it is providing services. • Vendor to ensure that all drivers at least understand English verbal communications and fluently speaking is preferable. • Vendor to ensure that all drivers must wear formal pants and shoes during the operational working hours. • Vendor to ensure the driver's compensations/benefit is in full compliance with all applicable employment Law, rules and regulations including but not limited to minimum wage regulations in Palu 2020/21. • Vendor shall provide (if requested by the end user/customer) all the documentation related to driver's Contract and compensation/benefit. • Vendor shall apply the mechanism for backup plan in case of failure of presence for car unit as well as drivers in any condition without additional cost to the end-user/customer.

Quotation received after the deadline for submission shall not be considered. It is the exclusive responsibility 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.

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/048/2020 – Provision of Car Rental including Drivers for PETRA Office in Palu.

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

No.	Description	Qty	Unit of Measure	Unit Cost (IDR)	Sub Total Cost (IDR)
1	Multi-Purpose Vehicles (MPV), Toyota Innova or its equivalent (2 Units per Month) <ul style="list-style-type: none"> • Toyota Innova Type G with minimum year of manufacture 2017 or its equivalent. • Minimum 2400 cc, M/T, and gasoline engine. • Double Blower AC, Radio Tape, and equipped with necessary safety equipment (seat-belt, spare tire, mechanical jack, basic hand tools, flash lights, safety triangle and car first aid kit). • The Vehicles should be Covered by "All Risk" vehicle insurance inclusive passenger and third parties. • 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) 	10	Months		

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

2	Double Cabin 4x4 (1 Unit per Month) <ul style="list-style-type: none"> • Minimum year of manufacture 2017. • Minimum 2500 cc, M/T, and gasoline engine. • AC, Radio Tape, and equipped with necessary safety equipment (seat-belt, spare tire, mechanical jack, basic hand tools, flash lights, safety triangle and car first aid kit). • The Vehicles should be Covered by “All Risk” vehicle insurance inclusive passenger and third parties. • 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) 	10	Months		
3	Salary for Drivers (2 Drivers per Month) <p>With minimum qualifications as stipulated in the Terms of Reference (Annex 1)</p> <p>The salaries for driver should include BPJS Ketenagakerjaan & Kesehatan, Lebaran allowance/THR, meal allowance and mobile phone voucher.</p>	10	Months		
4	Operational Cost for 3 Rented Vehicles: Gasoline, Toll, Parking Cost, including outside Palu City, e.g. Sigi, Donggala, Parigi Moutong.	10	Months		
5	Over Time Cost <p>Over time shall be as per request by PETRA Project (estimated maximum of overtime hour in a month = 56 hours, for duration of 10 months). Over time will be paid on monthly basis & actual usage upon</p>	560	Hours		

	submission of original invoice and driver's time sheet.					
6	Travel Allowance Travel allowance shall be as per request by PETRA Project (estimated maximum number of travel allowance days in a month = 6 days, for duration of 10 months). Over time will be paid on monthly basis & actual usage upon submission of original invoice and driver's time sheet.	60	Days			
7	All Risk Vehicle insurance	Insurance's Name: Issued by Insurance Company:				
8	Registered with a reputable towing services firm with 24-hour on-call and on-the-road assistance	Company's name:				
9	Compliance with Indonesian Road Traffic and Transportation Law No. 22/2009 (<i>UU Lalu Lintas dan Angkutan Jalan No. 22/2009</i>).	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)				
10	Compliance of proper vehicle periodic maintenance by following the service period of the service centre and 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)				
11	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)				
12	Brand and model of proposed vehicle	Multi-Purpose Vehicles (MPV) <ul style="list-style-type: none"> Vehicle Brand: Vehicle Model: Year of Manufacture: <ul style="list-style-type: none"> Vehicle Brand: Vehicle Model: Year of Manufacture: Double Cabin 4x4 <ul style="list-style-type: none"> Vehicle Brand: Vehicle Model: Year of Manufacture: 				

13	All drivers to be insured of having the valid applicable permits (driving license) and fully understanding the applicable Laws, rules and regulations of the jurisdiction wherein it is providing services.	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
14	All drivers 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	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
15	All drivers to be insured of having valid health insurance, provided with the health insurance card/policy.	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
16	All drivers are properly trained in terms of driving the MPV (Multi purposes vehicle) and Double Cabin 4x4, possess excellent knowledge of local roads in Palu, Sigi, Donggala and Parigi Moutong, possess good knowledge and capability in vehicle safety driving, and possess good manners and interpersonal skills.	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
17	Vendor to ensure that all drivers are able to communicate in English (Basic English is essential).	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
18	Vendor to ensure that all drivers must wear appropriate office attire, trouser and shoe during the operational working hours.	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
19	Driver'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 Palu 2020/2021.	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
20	All the documentation related to driver's compensation/benefit will be provided (if requested by PETRA Project).	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
21	Able to apply the mechanism for backup plan in case of failure of presence for car unit as well as drivers in any condition without additional cost to UNDP PETRA Project.	<input type="checkbox"/> YES / <input type="checkbox"/> NO (please mark one)	
	TOTAL COST/ MONTH (IDR)		
	GRAND TOTAL COST FOR 10 MONTHS (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 your reason</i>
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			

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]

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, trade-name 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 Force Majeure), 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,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]
