

INVITATION TO BID – ITB  
Goods & related services

Ref: JAK/ITB/23/ADM/03

(Please quote this UNESCO reference in all correspondence)

Date 25 February, 2023

You are invited to submit a bid for a Multi Passenger Vehicle as listed on **Annex II** in accordance with the present solicitation document.

The Invitation to Bid (ITB) consists of this cover page and the following Annexes:

Annex I	<u>Instructions to Bidders</u>
Annex II	<u>Technical Specifications</u>
Annex III	<u>Bid Submission Form</u>
Annex IV	<u>General Terms and Conditions</u>

Your bid, submitted via email to [bidding.jak@unesco.org](mailto:bidding.jak@unesco.org), should reach the following address no later than **20 March, 2023, COB, Jakarta time**. Please quote Tender Reference number on subject line.

UNESCO - Office of the Director  
JAKARTA, INDONESIA

TENDER REF: **ITB JAK/ITB/23/ADM/03**

Closing Date and Time: **20 March, 2023, COB, Jakarta time**

This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a contract between your company and UNESCO.

Bidders are kindly requested to acknowledge the receipt of the ITB using the Intention to Bid Form on Annex III.

For and on behalf of UNESCO  
M. Djelid, Director





## ANNEX I – Instructions to Bidders

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*The Instructions to Bidders contain general guidelines and instructions on the preparation, clarification, and submission of Bids.*

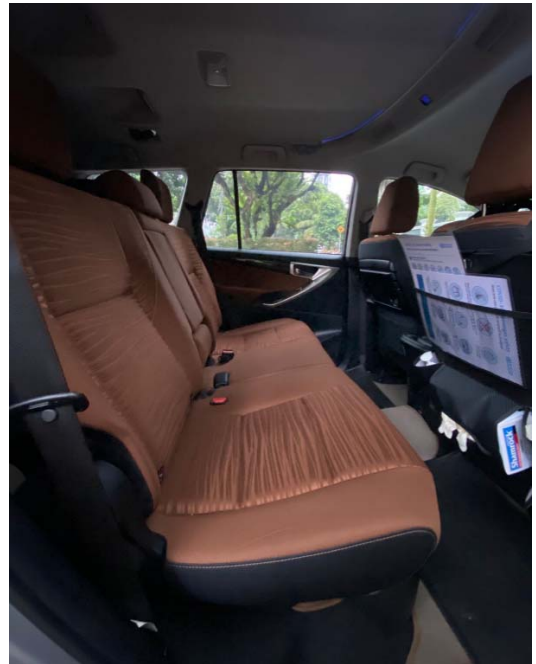
1. **General:** UNESCO Jakarta office invites Bids for the disposal sale of various office equipment (see attached Annex II) on an “as is” sale basis. Bidders may inspect the goods at UNESCO Jakarta premises prior to purchase.
2. **Eligible Bidders:** Inspection visits may be scheduled from 07 March 2023 to 14 March 2023 between 13:00h to 16:00h. Please contact UNESCO via email [jakarta@unesco.org](mailto:jakarta@unesco.org), or via WhatsApp 0818-0897-8968, at least 01 day prior to desired inspection date.
3. Should a bidder elect not to inspect the goods, s/he does so at their own risk and should s/he be the successful bidder, no provision shall be made for any discrepancies between the bidding documents and the actual contents or condition of the assets.
4. The goods shall be sold on “**as is and where is,**” basis. UNESCO warrants that the goods are free of all legal claims, liens, and encumbrances. However, UNESCO makes no express or implied warranties as to the condition or performance of the goods, except as follows: to the best of UNESCO’s knowledge, the goods are not salvage items and/or have not been declared a total loss by any insurance company.
5. **Bid Documents:** Bidders shall adhere to instructions contained in the Bid Documents. Failure to comply with instructions may affect the evaluation of the Bid.
6. **Amendment of Bid Documents:** UNESCO may, at its own initiative, or in response to a clarification request by a prospective Bidder, amend the Bid Documents prior to the deadline for submission of bids.
7. **Language of the Bid submittals:**       **ENGLISH**
8. **Bid Currency/Price: IDR**  
*(NB: The goods shall be purchased duty & tax exempt. It is the obligation of the buyer to settle applicable taxes/duty due upon transfer of ownership solely at their cost where applicable – e.g. motorcycle, etc.)*
9. **Validity of Bids:** 10 (ten) days from Bid closing date. UNESCO may solicit the Bidder’s consent to extend the validity period. The request and responses thereto shall be made in writing. Bidders granting the request shall not be required nor permitted to modify their bids.
10. **Submissions:** Bids may be submitted no later than **20 March 2023 by 17:00h Jakarta time** via **Email** to: [bidding.jak@unesco.org](mailto:bidding.jak@unesco.org). The subject line should list **Ref: JAK/ITB/23/ADM/03 – ITEM NO. XXXX**; The Bid form shall be typed or written in indelible ink – (hand written capital letters & clear numbers), and signed by the Bidder. Bid form should not contain any alterations, erasures or overwriting.
11. **MODIFICATION/WITHDRAWAL OF BIDS:** Bidders may withdraw their Bid after submission provided the written withdrawal notice is received by UNESCO prior to the Bid submittal deadline. No Bid may be modified after the Deadline for Submission of Bids. Further, no Bid may be withdrawn in the interval between the Deadline for Submission of Bids and expiration of the Period of Bid Validity.

12. UNESCO reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of Sale Agreement, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for UNESCO's action.
13. **Bid opening/evaluation:** Bids shall be opened after expiry of the Submittal deadline in accordance with UNESCO rules & regulations. Only bids that adhere to the instructions herein shall be considered eligible for evaluation.
14. **Notification of award of Contract:** UNESCO shall issue the Sale Agreement to the highest qualified Bidder. Bidder shall be notified of the award via email no later than **20 March, 2023**, A non-refundable cash bid security equating to 10% of the accepted offer shall apply in order to hold the bid item. Failure of the successful Bidder to comply with the Instructions to Bidders shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security if any, in which event UNESCO may make the award to the next best offer evaluated or call for new Bids.
15. **Payment:-** 10% cash deposit shall be made within 24hrs of notification of award. The Buyer shall pay the full total bid price accepted via Banker's cheque (or via Direct Deposit) to UNESCO in exchange for the purchased bid item within **05 Business days upon notification** of the bid award by UNESCO.
16. **Sale Agreement:** Upon receipt of final payment as provided above, UNESCO shall effect the transfer of title to the Buyer. Acceptance of the transfer of Title (Sale Agreement) shall effect a contract between the two parties, all rights and obligations of the parties shall be governed solely by the terms and conditions of the signed sale agreement. The successful Bidder shall sign the Contract and return it to UNESCO at the earliest convenience but no later than within 7 days of date of issuance.
17. **Removal of Assets:** Upon signature of the Sale Agreement, the Buyer will be allowed to remove the purchased bid item from UNESCO premises immediately full payment is received at bank.
18. UNESCO reserves the right to reject all Bids received in response to this Tender and to negotiate with any of the Bidders in any manner deemed to be in the best interest of the Agency.

**ANNEX II: LIST OF ITEMS AND REFERENCE NUMBERS****INSERT TABLE OF ITEMS HERE****JAK/ITB/23/ADM/03 : MULTI PASSENGER VEHICLE**

<b>MAKE:</b>	TOYOTA
<b>MODEL:</b>	KIJANG INNOVA 2
<b>YEAR OF MANUFACTURE:</b>	2015
<b>SEATING CAPACITY:</b>	7
<b>TRANSMISSION:</b>	AUTOMATIC
<b>MILEAGE:</b>	40,714 KM
<b>CHASSIS:</b>	MHFGW8EM7F1000088
<b>COLOR:</b>	SILVER METALLIC
<b>CONDITION:</b>	USED, OPERABLE
<b>ASKING PRICE:</b>	HIGHEST BID





**ANNEX III – Bid Submission Form**  
(To form an integral part of the Bid Submission)

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**To: UNESCO**

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we/I, the undersigned, wish to enter an offer as listed below in conformity with the said Solicitation Documents (Ref: JAK/ITB/23/ADM/03).

<b>BID ITEM/LOT NUMBER</b>	
<b>BID AMOUNT (IDR):</b>	

I acknowledge that this is an “as is” final sale and all terms and conditions shall apply per Ref: JAK/ITB/23/ADM/03 solicitation documents.

I understand a minimum non-refundable 10% payment in cash or Bankers cheque shall be presented to the seller within 24hrs of notification of bid award.

I/We understand that you are not bound to accept any Bid you may receive.

Name of Bidder:	
Address of Bidder:	
Authorised Signature:	
Phone Number:	
Email:	
Date:	



## ANNEX IV – General Terms and Conditions for Goods and Related Services

### 1. ACCEPTANCE OF THE CONTRACT

This Contract may only be accepted by the Contractor's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract 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 Contract, including these General Conditions. No additional or inconsistent provisions proposed by the Contractor shall bind UNESCO unless agreed to in writing by its duly authorized official. SOURCE OF INSTRUCTIONS

### 2. GOODS AND SERVICES DEFINED

Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Contractor is required to supply under this Contract. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, training, transportation and such other obligations as required under this Order.

### 3. PAYMENT

UNESCO shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Contract, make payment within 30 days of receipt of the Contractor's invoice for the goods and copies of the shipping documents specified in this Contract. Payment by UNESCO does not imply acceptance of goods nor of any related work or services under this Contract.

### 4. TAX EXEMPTION

Section 7 of the Convention on Privileges and Immunities of the Specialized Agencies provides, inter alia, that UNESCO and its subsidiary organs are exempt from all direct taxes and are exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes or duties charged to UNESCO by the Contractor. Payment of such adjusted amount shall constitute full payment by UNESCO. In the event any taxing authority refuses to recognize the UNESCO exemption from such taxes or duties, the Contractor shall immediately consult with UNESCO.

### 5. TRADE MARKS

Whenever an INCOTERM is used in this Contract it shall be interpreted in accordance with the INCOTERMS 2010.

### 6. EXPORT LICENSES

The Contractor shall obtain any export license(s) required for the goods.

### 7. INSPECTION AND ACCEPTANCE

All goods shall be subject to inspection and testing by UNESCO or its designated representative, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNESCO. If any inspection or test is made on the premises of Contractor or its supplier, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Contractor or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Contractor or supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect and accept or reject goods shall neither relieve Contractor from responsibility for non-conforming goods nor impose liabilities on UNESCO therefore. The Contractor shall provide and maintain an inspection, quality, and manufacturing process control system covering the goods which is acceptable to UNESCO. Records of all inspection work by Contractor shall be kept complete and made available to UNESCO during the performance pursuant to this Contract and for twenty four (24) months thereafter or for such other period as may be specified in this Contract. Copies of all material certifications and test results are to be submitted to UNESCO upon request.

### 8. FITNESS OF GOODS INCLUDING PACKAGE

Contractor warrants that the goods conform to the specifications and are fit for the purposes for which such goods are ordinarily used, as well as for

purposes, in locations and under circumstances made known to the Contractor by UNESCO. Contractor warrants that the goods are new, of current manufacture and free from defects in design, workmanship and materials. The Contractor also warrants that the goods are securely contained, packaged and marked, taking into consideration and the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination. Unless a longer period is specified in this Contract, the Contractor warrants and certifies that it will repair or replace without expense to UNESCO or its clients any goods or components which prove to be defective in design, material, or workmanship within a period of one (1) year from the date such goods are placed in use.

### 9. AFTER SALES SERVICE

The Contractor shall maintain or provide a service organization reasonably constituted to handle requests from UNESCO or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods.

### 10. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expenses UNESCO, its personnel and its clients from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Contractor or its personnel or others responsible to the Contractor in the performance pursuant to this Contract.

### 11. PATENT INDEMNIFICATION

Contractor shall defend at its own expenses any suit or proceeding brought against UNESCO or its clients based on a claim that any goods or the normal use thereof furnished under this Contract constitute any infringement of any patent of any country, if notified promptly in writing and given authority, information and assistance (at Contractor's expenses) for the defense of same, and Contractor shall pay all damages and costs awarded therein against UNESCO or its clients. In case use of said goods or any part is enjoined, Contractor shall, at its own expense and at its option, either procure of UNESCO or its clients the right to continue using the goods, modify them so they become non-infringing or, with the approval of UNESCO, remove said goods and refund the purchase price, including transportation and installation costs.

### 12. FIRE AND EXTENDED COVERAGE INSURANCE

At all times prior to delivery, the Contractor shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Contract in an amount equal to the sound insurable value of such goods and labour incorporated therein with loss payable to the Contractor and UNESCO as their interests may appear.

### 13. VARIATION IN QUANTITIES

The quantities specified in this Contract must not be exceeded or decreased without the prior written authorization of UNESCO.

### 14. CHANGES

UNESCO may at any time by written instruction make changes within the general scope of this Contract. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall be either amended or terminated and reissued accordingly. Any claim by the Contractor for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; providing, however, that UNESCO may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 22. However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed. No modification or change in the terms of this Contract shall be valid or enforceable against UNESCO unless it is in writing and signed by a duly authorized representative of UNESCO.

### 15. TERMINATION FOR CONVENIENCE

UNESCO may terminate this Contract, in whole or in part, upon notice to the Contractor. Upon receipt of notice of termination, the Contractor shall

take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNESCO may request the Contractor to complete. To the extent that the computation of such payment due from UNESCO may not make the Contractor whole in respect of termination under this provision, the Contractor may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Clause 14 above.

#### 16. REMEDIES FOR DEFAULT

In case of failure by the Contractor to perform according to this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, UNESCO may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: (1) procure all or part of the goods from other sources, in which event UNESCO may hold the Contractor responsible for any excess costs occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate this Contract; (4) require Contractor to ship via premium means, at Contractor's expenses, to meet the delivery schedule; (5) impose liquidated damages.

#### 17. LIQUIDATED DAMAGES FOR DELAY

Subject to Clause 18, if the Contractor fails to deliver all or part of the goods or perform any of the services within the time period specified in the Contract, UNESCO may, without prejudice to any other rights and remedies, deduct from the total price stipulated in this Contract an amount of 0.35% of the price of such goods or unperformed services for each calendar day of delay until actual delivery up to maximum deduction of 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

#### 18. FORCE MAJEURE

Notwithstanding the provisions of Clauses 16 and 17, the Contractor shall not be liable for default or liquidated damages, to the extent that its failure to perform its obligations under this Contract is the result of an event of Force Majeure. For purposes of this Contract, Force Majeure is defined as an event beyond the control of the Contractor; not involving the Contractor's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.

#### 19. SOURCE OF INSTRUCTION

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance pursuant to this Contract. The Contractor shall refrain from any action which may adversely affect UNESCO.

#### 20. OFFICIALS TO BENEFIT

The Contractor warrants that no official of UNESCO or any Government has received or will be offered by the Contractor any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is breach of an essential term of this Contract.

#### 21. USE OF NAME EMBLEM OR OFFICIAL SEAL OF UNESCO

Unless authorized in writing, the Contractor shall not advertise or otherwise make public the fact that it is performing, or has performed, services for UNESCO or use the name (or any abbreviation thereof), emblem or official seal of UNESCO for advertising or for any other purpose.

#### 22. ASSIGNMENT AND INSOLVENCY

The Contractor shall not, except after obtaining the prior written approval of UNESCO, assign, transfer, pledge or make other disposition of this Contract or any part hereof or any of the Contractor's rights or obligations under this Contract. Should the Contractor become insolvent or should control of the Contractor change by the virtue of insolvency, UNESCO

may, without prejudice to any other right or remedy, terminate this Contract by giving the Contractor written notice of such termination.

#### 23. CHILD LABOUR

The Contractor 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

#### 24. MINES

The Contractor 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

#### 25. ARBITRATION

Any controversy or claim arising out of or in connection with any provision of this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules in force at the date of this Contract. UNESCO and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

#### 26. CONCILIATION

Where, in the course of such direct negotiation referred to in Clause 25 above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

#### 27. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of UNESCO.

#### 28. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody as set forth in condition 28 above.

#### 29. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.



**30. AUDITS AND INVESTIGATIONS:**

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of the Contract.

**31. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE**

Definitions. For purposes of the Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, shall not engage in any sexual exploitation and abuse. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract.

Without prejudice to the generality of the foregoing:

- (a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under the Agreement.
- (b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.
- (c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

**Reporting of allegations to UNESCO.** The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.