



INVITATION TO BID (ITB)

TO: Interested Organizations/Firms	DATE: 01 June 2009
	Reference: ITB No. 20/2009 Purchase of Sewing and Embroidery Machine for BLKI Banda Aceh

Dear Sir/Madam,

1. ILO hereby solicits your offer for the supply of Sewing and Embroidery Machine specified in Annex III to be delivered to BLKI Banda Aceh.
2. To enable you to submit a bid, attached are:

General Information:

Terms of Reference	(Annex I)
Instructions to Bidders	(Annex II)
IT Equipments and Software Specification	(Annex III)
Term and Condition for the Purchase of Goods	(Annex IV)

Forms and Formats:

Bid Form	(Annex V)
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3. Interest Bidders may obtain clarification on bids by contacting the following address, latest by 11 June 2009 (17:00 hours Jakarta time):

Contact Person: Lita Octavia

**Address: International Labour Organization – Jakarta
Menara Thamrin, Level 22
Jalan M.H Thamrin Kav.3
Jakarta 10250, Indonesia**

E-Mail: lita@ilo.org and cc. to fasrul@ilo.org, EASTJKT@ilo.org

If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your bid.

4. Submission of Bid

Your offer comprising a price quote and documentary evidence of bidder's eligibility and qualification should reach the address below via courier/hand delivery on or before **Monday, 22 June 2009 at 17.00**

hours (Jakarta Local Time). Late offers may be rejected. Please seal the Bid in one envelope and mark with name indicate below, and send it to:

- **Address:**

**International Labour Office - Education & Skill Training (EAST) Project
Menara Thamrin, Level 22
Jalan M.H. Thamrin Kav.3
Jakarta 10250, Indonesia
Attention: Registry/EAST Project – IT Equipment**

and,

- **marked with:**

“SUBMISSION – Invitation to bid ITB 20/2009 Sewing and Embroidery Machine”

Both inner envelopes shall indicate the name and address of the Bidder. The first inner envelope shall contain the information specified in the Annex V (*Bid Form*) with the copies duly marked “Original” and “Copy”.

The second inner envelope shall include the information specified in the Clause 9 & 10 of Instruction to Bidders, duly identified as “Documentary Evidence”.

5. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your bid. Any queries should be submitted in writing to the contact person noted in point 3 above, latest by 11 June 2009 (17:00 hours Jakarta time).
6. Please note that at any time prior to the deadline for submission of Bids, ILO may, for any reason, whether at its own initiatives or in response to a clarification requested by a prospective Bidder, modify the Solicitation Document by amendment, including through provision of supplementary Information

Prospective bidders are therefore advised to regularly check the ILO Jakarta website www.ilo.org/jakarta/about/job.htm or UNGM website <http://www.ungm.org>

All prospective Bidders that have received the Solicitation Documents through direct mail will be notified in writing of all amendments to the Solicitation Documents.

ANNEX I

TERMS OF REFERENCE

“Purchase of Sewing and Embroidery Machine for BLKI Banda Aceh”

ITB N° 20/2009

1. Background and Justification

The Government of Indonesia has taken a number of important initiatives to enhance education and skills training for young people and to expand the employment opportunities for young people as they enter the labour force. ILO – Educational and Skill Training (EAST) Project and Ministry of Manpower and Transmigration in Indonesia has been agreed to support the revitalization of the BLKs, under Strategic Target Component 5 of ILO-EAST Project: Public technical training centres (BLK) deliver competency-based training courses according to market-demand.

The Implementation of Component 5 ILO-EAST Project is assisting the upgrading of equipment at BLKI Banda Aceh, inline with the implementation of competency-based training in chosen “pilot skills areas” in parallel to the professional skill upgrading and capacity building of instructors. In BLKI Banda Aceh these skills areas includes Sewing and Embroidery vocations.

2. Objective

The technical status of workshop equipment has direct impact to the quality of the training and the capability to provide market related training courses. To implement the Competency Base Training and be competitive at national and international market, training is required to be competency based focusing on industrial requirements and newest technologies. ILO-EAST plans to facilitate the upgrading of the Sewing and Embroidery machine at BLKI Banda Aceh.

3. Selection

ILO will issue a formal Purchase Order to the lowest priced qualified bidders which meet all criteria set out in this ITB and consider being the most responsive to the needs of the organization.

The evaluation will be made based on the combination of Bidder’s eligibility qualification, and the associated price quote for the goods requested in this ITB.

ANNEX II

INSTRUCTIONS TO BIDDERS

“Purchase of Sewing and Embroidery Machine for BLKI Banda Aceh”

ITB N° 20/2009

A. INTRODUCTION

1. General

The purpose of this Invitation to Bid is to select qualified vendor(s) specialized in the supply of Sewing and Embroidery Machine to ILO EAST Project counterpart, Public Technical Training Centre's of BLKI Banda Aceh.

2. Cost of Bid

The Bidder shall bear all costs associated with the preparation and submission of the Bid, ILO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

3. Contents of solicitation documents

A bidder is expected to submit all goods requested. However a bidder can submit its bid for any individual Lot but cannot make partial bids for separate items within a Lot. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.

4. Clarification of solicitation documents

A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring ILO entity¹, in writing at the organization's email/ mailing address indicated in the Invitation to Bid (ITB). The relevant ILO representative will respond in writing to any request for clarification of the Solicitation Documents that it receives prior to the deadline for the submission of Bids, latest by 11 June 2009 (17:00 hours Jakarta time).

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Bids, ILO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.

Prospective bidders are therefore advised to regularly check the ILO Jakarta website www.ilo.org/jakarta/about/job.htm or UNGM website <http://www.ungm.org>

¹ Lita Octavia, Sub-Contract Administrative Assistant and Fasrul, Programme Assistant for BLKI Banda Aceh (email: lita@ilo.org and cc. to fasrul@ilo.org, EASTJKT@ilo.org).

All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, ILO may, at its discretion, extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

6. Language of the Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring ILO entity **shall be written in the English language.**

7. Documents comprising the Bid

The Bid shall comprise the following documents:

- (a) Bid Form completed in accordance with Annex V and clause 8 or Instruction to Bidder;
- (b) Documentary evidence established in accordance with clause 9 of Instruction to Bidder that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted;
- (c) Documentary evidence establishes in accordance with clause 10 of Instruction to Bidder that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents.

8. Bid Currencies / Bid Prices

All prices shall be quoted in **US dollar**. The Bidder shall indicate on the appropriate Bid Form the unit prices of each item and total Bid Price of the goods it proposes to supply under the contract.

9. Documents Establishing Bidder's Eligibility and Qualification:

The Bidder shall furnish evidence of its status as a qualified Supplier. The documentary evidence of the Bidder's qualification to perform the contract if its Bid is accepted shall be established to ILO's satisfaction:

- a) that the Bidder has the financial, technical, and production capability necessary to perform the contract.
- b) the Bidder should demonstrate the capacity to provide after-sales services. ILO reserves the right to make a site visit to companies' service facilities.

10. Documents Establishing Goods' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents shall consist of:

- a) A detail description of the requested items, clearly indicating name, model, make, etc. and accompanied by comprehensive information of technical and performance characteristic, such as leaflets, brochures or catalogue pages.

- b) Detail information of the manufacturer's representative closest to the final delivery, who can provide after-sales service, spare-parts and warranty services.

11. Period of validity of Bids

Bids shall remain valid for **one hundred twenty (120) days** after the date of Bid submission prescribed by ILO, pursuant to the deadline clause. An offer valid for a shorter period may be rejected by ILO on the grounds that it is non-responsive.

In exceptional circumstances, ILO may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify its Bid.

12. Payment

Payment shall be in accordance with the standard term of payment of the International Labour Organization; Payment will be made directly by ILO to the selected Firm(s) after acceptance of the invoices submitted by the Firm.

1st Payment: Maximum of 20% of total contract or not more than USD 10,000 (USD Ten thousand) for down payment;

Progress Payment: Maximum of 40% of total contract, upon confirmation and submission of supporting document that the goods are shipped to specified location.

Final Payment: Minimum of 50% of total contract, upon receipt of all goods to the satisfaction of the ILO.

D. SUBMISSION OF BIDS

13. Sealing and marking of bids

The Bidder shall seal the Bid **in one outer and two inner envelopes**, as detailed below.

- addressed to:

**International Labour Office - Education & Skill Training (EAST) Project
Menara Thamrin, Level 22
Jalan M.H. Thamrin Kav.3
Jakarta 10250, Indonesia
Attention: Registry/EAST Project – IT Equipment**

and,

- marked with:

“SUBMISSION – Invitation to bid ITB 20/2009 Sewing and Embroidery Machine”

Both inner envelopes shall indicate the name and address of the Bidder. The first inner envelope shall contain the information specified in the Annex V (*Bid Form*) with the copies duly marked “Original” and “Copy”.

The second inner envelope shall include the information specified in the Clause 9 & 10 of Instruction to Bidders (*Documentary Evidence*), duly identified as “Documentary Evidence”.

14. Deadline for submission of bids

Bids must be received by ILO at the address specified under clause *Sealing and marking of Bids* no later than **Monday, 22 June 2009 at 17:00 hours (Jakarta Local Time)**.

ILO may, at its own discretion extend this deadline for the submission of Bids by amending the solicitation documents, in which case all rights and obligation of ILO and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Bids

Any Bid received by ILO after the deadline for submission of bids, pursuant to clause *Deadline for the submission of bids*, may be rejected.

16. Modification and withdrawal of Bids

The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the ILO prior to the deadline for submission of Bids.

The Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Bids*. The withdrawal notice may also be sent by email or fax but followed by a signed confirmation copy.

No Bid may be modified subsequent to the *Deadline for Submission of Bids*.

No Bid may be withdrawn in the Interval between the *Deadline for Submission of Bids* and the expiration of the period of Bid Validity specified by the Bidder on the Bid Submission Form.

E. OPENING AND EVALUATION OF BIDS

17. Opening of bids

ILO will open the Bids in the presence of a Committee formed.

18. Clarification of Bids

To assist in the examination, evaluation and comparison of Bids, ILO may at its discretion, as the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

19. Preliminary Examination

Prior to the detailed evaluation, ILO will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviation.

ILO will examine the bids to determine whether they are complete, whether any computational error have been made, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and

the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in the words will prevail.

A bid determined as not substantially responsive will be rejected by ILO and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

20. Evaluation of Bids

Evaluation of Bidders will be made based on the combination of Bidder's eligibility qualification, and the associated price quote for the goods requested in this ITB.

Evaluation Criteria

- a) Compliance with pricing condition set in the ITB
- b) Compliance with requirements relating to the specific good requested and technical design features.
- c) Bidders Eligibility and Qualification to perform the contract.
- d) Compliance with Special and General Condition specified by these Solicitation Documents
- e) Demonstrated ability to comply with critical provisions such as execution of the Contract by honoring the Tax-Free status of the UN.
- f) Demonstrated ability to honor important responsibilities and liabilities set out in the ITB document. (after –sales service, performance guarantees, qualified technical support, warranties, and insurance coverage for shipment)
- g) Proof of after-sales service facility in Indonesia (Jakarta, Banda Aceh) and appropriate service network.

F. AWARD OF CONTRACT

21. Award criteria, award of contract

ILO reserves the right to accept or reject any Bid, and to annul the solicitation process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for ILO's action.

Prior to the expiration of the period of bid validity, ILO will award the contract to the qualified Bidder whose Bid, after being evaluated, is considered to be the most responsive to the needs of the organization.

The contract award will be solely based on the combination of a satisfactory technical solution, contractual terms, and the associated price quote for the services requested in this ITB.

ANNEX III

SEWING AND EMBROIDERY MACHINE SPECIFICATION

“Purchase of Sewing and Embroidery Machine for BLKI Banda Aceh”

ITB N° 20/2009

LOT 1: Sewing & Embroidery Machine

Brand & Model	Description	Qty
<u>Sewing Machine:</u>		
Brother BM 917B-001 <i>or similar</i>	Mechanical Chainstich Button Sewer Machines	1
Brother HE 800A <i>or similar</i>	Electronic Lockstitch	1
Kansai UK 1143H-90M-3x2x4 <i>or similar</i>	High Speed Three Needles Six Threads Overlock Machine for Plain Seaming	3
Summit SR 400 <i>or similar</i>	Compact Fusing Press Machine with Fusing width: 400 mm	1
KM Brand KS - AU V 6" <i>or similar</i>	KM Brand Straight Knife Cutting Machine size 6"	1
KM OCTA Brand RS 100 (4") <i>or similar</i>	KM Brand Straight Knife Cutting Machine size 4" for thin material	1
Brother SL 7340 <i>or similar</i>	Single Needle Straight Lockstitcher	16
<u>Embroidery Machine:</u>		
Brother PR 600 <i>or similar</i>	Automatic 1 Head with 6 Threads Embroidery Machine (Touch Panel Screen, Diskette System with Automatic Thread Trimmer) Fully equipped also with Cap Embroidery	2

LOT 2: Complement for Sewing and Embroidery Workshop:

Brand & Model	Description	Qty
Boiler	for 2 Vacuum Table	1
Iron	Iron	4
Vacuum table	Vacuum table	4
Air conditioner	Panasonic 2PK <i>or similar</i>	3
Chair	Chair	32
Table	Table for students	16
Equipment Showroom	Cupboard	8
Pin board	Pin board	6

Important Note:

- a) If proposed model is no longer in the market or no longer being manufactured, the nearest functional equivalent or closest standard should be offered as an alternative.
- b) The ordered goods must reach the specified location in maximum 60 days from the date of award.
- c) The bidders shall include insurance for shipment of good to the final delivery site.
- d) Your bid should indicate names and addresses of firms providing service facility in Indonesia (in Jakarta, Banda Aceh or nearest location to BLKI Banda Aceh).
- e) All active (powered) equipment must operate on standard electrical equipment used in Indonesia.
- f) ILO reserves the right at its discretions to accept or decline any alternate offer of the specified brand and type.

ANNEX IV

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

“Purchase of Sewing and Embroidery Machine for BLKI Banda Aceh”

ITB N° 20/2009



International Labour Office (ILO)

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

GENERAL CONDITIONS OF CONTRACT

1. CONSTITUTION OF CONTRACT

- 1.1 The submission of any bid and the signature of the duplicate attached to the purchase order marked Acknowledgement of Order shall constitute acceptance of the ILO Terms and Conditions for the Purchase of Goods, except to the extent that they may be modified by special conditions attached to the contract.
- 1.2 Upon timely receipt by the ILO of the countersigned acknowledgement, the contract is concluded. No additional or inconsistent provisions and no variations in or modifications of that contract made by the Supplier shall be binding unless agreed to in writing by the ILO. If the goods have not been delivered in accordance with the terms of the purchase order or the acknowledgement is not received within 21 working days from date of issue, the ILO may consider the purchase order as null and void.

2. PRICES AND PAYMENT

- 2.1 Prices *and currency* indicated in the Supplier's bid shall, at all times, be deemed to be firm and not subject to revision. ILO's financial liability under the contract shall be restricted to the contract price.
- 2.2 Payment will normally be effected by bank **transfer within 30 days after receipt by ILO of the following documents:**
- a) Signed original invoice with 2 copies indicating bank address and account number, unit price per item, agreed additional costs, total price, make, model and serial or part number of goods supplied; the full name and address of the manufacturer's representative closest to the consignee, who can provide after-sales service, spare-parts and warranty services;
 - b) Copies of the detailed packing list, original of the Forwarders Certificate of Receipt and any document relating to the property and/or right of use of the goods;
 - c) Transport documents (AWB, B/L, postal receipt) and the Insurance Certificate, if delivery CIF/CIP.
- 2.3 The ILO does not pay by Letters of Credit, bankdraft or in advance of delivery. An invoice may only refer to one purchase order. Rounding of currency decimals are not accepted.
- 2.4 Irrespective of their nature, all claims of the contractual parties, other than warranty claims, arising from or in any way connected with the contract, shall be asserted within 6 months after its termination.

3. TAX EXEMPTION

- 3.1 Section 9 of the Convention on the Privileges and Immunities of the Specialized Agencies provides, inter alia, that the ILO is exempt from all direct taxes, except charges for utility services, and is exempt from customs duties and charges of similar nature in respect of articles imported or exported for its official use. In the event any government authority refuses to recognize ILO's exemption from such taxes, duties or charges, the Supplier shall immediately consult with the ILO to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes ILO to deduct from the Suppliers invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UN before the payment thereof and ILO has in each instance specifically authorized the Supplier to pay such taxes. In that event, the Supplier shall provide ILO with written evidence that payment of such taxes, duties or charges has been made.

4. PRIVILEGES AND IMMUNITIES

4.1 Nothing in or related to these General Conditions or this purchase order shall be deemed a waiver of any of the privileges and immunities of the International Labour Organization.

5. PERFORMANCE OF CONTRACT

5.1 The Supplier shall not, except after obtaining the written consent of the ILO, assign transfer or make other dispositions of any part of a purchase order or any of the Suppliers rights or obligations under the purchase order. He shall be solely responsible for the performance of the contract in every respect.

5.2 The Supplier shall indicate the purchase order number on all correspondence to ILO. The Supplier shall immediately report to the ILO in writing any problems encountered which may endanger the performance of the contract.

5.3 The Supplier and the ILO are only bound by those commercial customs to which they have agreed and by those commercial practices which they have established between themselves. Trade terms shall have the meanings assigned to them in the latest edition, in force at the time of conclusion of the contract, of INCOTERMS, issued by the International Chamber of Commerce, Paris.

5.4 The Supplier shall be responsible for obtaining and renewing at his own cost and in good time all licences and other official authorizations which are required to perform the contract.

6. INSURANCE

6.1 In the case delivery conditions are CIF/CIP, and notwithstanding the INCOTERMS, risk of loss, damage or destruction of the goods shall be borne by the Supplier until physical delivery into the custody of the Consignee has been completed. The Supplier shall therefore insure the goods up to final destination against All Risks including war, strike and riot. The coverage shall extend to sixty (60) days after arrival of the goods at final destination. The value of the goods shall be calculated C + F plus 10 percent. A duplicate of the Insurance Certificate shall be sent to the ILO and the original to the consignee.

7. DOCUMENTS

7.1 The Supplier shall furnish all documents and technical information which the ILO may deem necessary for the performance of the contract. He shall, in the language requested, attach to each unit of the goods any documentation necessary for their maintenance and operation.

7.2 Upon delivery, the Supplier shall provide the following documents:

- a) 3 copies of the commercial invoice(s) and of the packing list(s);
- b) If required, export licence, certificate(s) of origin and a copy of the Inspection Certificate.

8. CHANGES

8.1 The ILO may by written order make changes to the contract or any part thereof, provided the stage reached in the performance of the contract so allows.

8.2 If any such change increases or decreases the cost of and/or the time required for the performance of any part of the contract, an equitable adjustment shall be made in the contract price or time schedule, or both, and the contract shall accordingly be amended. Any claim for adjustment under this clause shall be asserted within 30 working days from the date of receipt of ILO's change order.

9. LABOUR CLAUSE

9.1 The Supplier shall:

- a) Respects the prohibition of employment of children below 14 years of age or the minimum age for employment permitted by law or the age of the end of compulsory schooling in the area in question, whichever is the higher;
- b) Respects the prohibition of forced or compulsory labour in all its forms
- c) Respects the freely exercised right of workers, without distinction, to organize, to further and defend their interest as well as the protection of those workers who exercise their right to organize;
- d) Ensure equality of opportunity and treatment in respect of employment and occupation;
- e) Ensure fair and reasonable conditions of safety, health and welfare.

9.2 The Supplier guarantees that neither the Supplier=s company, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of anti-personnel mines or of components primarily utilized for the manufacture of anti-personnel mines.

9.3 Any breach of these obligations and warranties shall entitle ILO to terminate the purchase order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of the ILO.

10. INSPECTION

10.1 The ILO will beforehand notify the Supplier its intention to carry out, through a representative of its choice, any reasonable check or inspection it may consider desirable. The exercise of this right or payment for the goods shall in no way prejudice ILO's decision when taking delivery or accepting any goods and shall in no circumstances release the Supplier from any warranty or other obligation under the contract. Any re-inspection due to Supplier's default shall be at the Supplier's expense.

10.2 The Supplier shall take all necessary measures to permit the representative of the ILO, at any reasonable time and at a place to be agreed upon in writing, to make such checks or inspections that the ILO may consider necessary. The Supplier shall furnish all reasonable facilities and assistance to the representative, including the provision of a copy of the purchase order, at no charge to the ILO.

11. WARRANTY

11.1 The warranty period for all goods shall be at least 12 months from the date of delivery of the goods at the final destination. The Supplier shall carry out all work, such as modifications and repairs, necessary to comply with the terms of the contract, or replace all or any part of the goods which turn out not to comply with these terms during the warranty period. He shall meet all costs arising in connection with his obligations under the warranty, including those of transport.

11.2 If the Supplier fails to comply with the above requirements, the ILO may, after serving due notice on the Supplier, take the necessary action on his behalf and at his expense.

11.3 The Supplier also warrants that all goods supplied under the contract are:

- a) New and unused and fully compatible with the conditions prevailing in the country of destination;
- b) In conformity with national or international technical, safety, health and environmental protection standards or recommendations, in particular the ILO Conventions on safety and health;
- c) Free from any defect in design, workmanship or materials.

12. SUSPENSION

12.1 The ILO may at any time suspend the performance of the contract or any part thereof for its convenience by a written notice specifying the part to be suspended, the effective date and the anticipated period of suspension. The ILO shall not be liable for the cost of the Supplier's further performance of the suspended part after the Supplier has been directed to suspend performance. Suspension of the contract shall not prejudice or affect the accrued rights or claims and liabilities of either party to this contract.

13. TERMINATION OF CONTRACT

13.1 The ILO may, by written notice, without the authorization of a court or any other authorization and without prejudice to any other remedy, terminate the contract in whole or in part, if the Supplier:

- a) Fails to perform any of his contractual obligations and does not immediately rectify such failure after receipt of a written notice by the ILO;
- b) Becomes bankrupt or otherwise insolvent;
- c) Is declared undesirable by the government of the recipient or the donor country, or
- d) If the project is terminated before the foreseen date.

13.2 Termination of the contract in whole or in part by the ILO is not limited to a fundamental breach of contract and shall not prejudice or affect the accrued rights or claims and liabilities of either party to this contract.

13.3 If the ILO terminates the contract pursuant to paragraph 13.1 (a) to (b), the ILO may procure, upon such terms and in such manner as it deems appropriate, goods similar to those not delivered and the Supplier shall be liable for any excess costs or damage caused to the ILO by the Supplier's default. The ILO reserves the right to offset costs incurred by it in relation to the termination of the contract, from any monies due. In cases of partial termination of the contract, the Supplier shall continue performance of the contract to the extent not terminated.

14. LIQUIDATED DAMAGES

14.1 If the Supplier fails to perform the contract or any part thereof within the specified time, the ILO may, without prejudice to any other remedy under the contract, deduct from the contract price a sum equal to 0.4 per cent of the price of the delayed part for each day of delay until actual performance, up to a maximum deduction of 25 per cent of the price of the delayed part.

15. LIABILITY

15.1 The Supplier shall be liable for all damages arising from his action or that of his agents, of which he or his agents could be rendered responsible under the applicable laws.

15.2 The Supplier shall bear the full financial consequences of any material damage or personal injuries, including death which, through his action or that of his agents, may be suffered by himself, his agents, the ILO or its agents, or any third party.

16. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

16.1 The Supplier undertakes to indemnify and hold the ILO and its agents and principals harmless against any claim for infringement of industrial property or any other intellectual property by the transfer or use of any of the goods or components thereof supplied by the Supplier to the ILO.

16.2 The Supplier shall be liable for all the consequences, in particular legal and financial, of the exercise of his rights by the ILO, and shall guarantee the ILO against any claim.

16.3 The Supplier shall not, while performing the contract or at any time thereafter, utilise in any manner prejudicial to or incompatible with the interest of the ILO any information of a restricted or confidential nature which may come to his knowledge in connection with the performance of this contract.

16.4 The Supplier shall not advertise or otherwise make public the fact that he is a Supplier to the ILO, nor shall the Supplier use the name or any abbreviation of it or, in any way whatsoever, the emblem or the official seal of the ILO in connection with its business or otherwise.

17. RESOLUTION OF DISPUTES

17.1 The ILO and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. Any dispute or controversy which cannot be resolved by mutual agreement within 60 days or any claim arising out of or relating to the contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the prevailing UNCITRAL Arbitration Rules (United Nations Commission on International Trade Law).

17.2 The place of arbitration shall be Geneva and the language to be used shall be English. The number of arbitrators shall be 3 (three). Each party shall appoint 1 (one) arbitrator. The two arbitrators thus appointed shall choose the third arbitrator. If the two arbitrators cannot agree on the choice of the presiding arbitrator, the International Chamber of Commerce in Paris shall appoint the presiding arbitrator.

17.3 The arbitral tribunal shall have no authority to award punitive damages. Any arbitration award shall bind the parties as the final adjudication.

18. BENEFITS OR GIFTS

18.1 The bidder or Supplier shall neither give nor offer any direct or indirect benefit to any official or representative of the ILO. The Supplier agrees that breach of this provision is a breach of an essential term of the purchase order.

19 GENERAL PACKING SPECIFICATIONS

19.1 The Supplier shall pack and mark all goods, whether they will be sent directly by him or by a forwarder, in accordance with these minimum specifications. Partial shipment is not allowed, unless otherwise agreed upon in writing. Any cost for rectifying packing or marking deficiencies will be charged to the Supplier. Forwarders are instructed by ILO not to accept deficiently packed goods.

19.2 The Supplier shall, to the extent possible, only use environmentally neutral material for packing purposes. For theft protection, outside marking shall not indicate the contents of the box. The Supplier shall strictly respect all existing rules and regulations governing the acceptance of cargo for transportation by sea, rail, road or air. Dangerous or combustible goods shall be packed separately, applying the strictest safety measures. The forwarder should be notified, at the first contact, about the nature of the consignment.

19.3 All boxes shall be sufficiently strapped and shall withstand normal stacking pressures and other vertical, horizontal and/or combined forces without distortion or breaking open.

19.4 Goods supplied against different purchase orders to the same consignee may only be packed together after specific case-by-case agreements.

- 19.5 Addresses and markings shall only be made with waterproof ink or paint applied directly on the boxes. Letters shall be clearly legible and their size shall be determined by the size of the box. Addresses and markings shall appear on, at least, two neighbouring sides of all boxes. Boxes shall be marked with consecutive numbers over the total number of boxes being shipped per purchase order (i.e. 1/5, 2/5, etc.).
- 19.6 Packing lists (see para.7) shall state complete shipping marks, number of boxes, contents, gross and net weights in kilos of each box, measurements and volume in cubic meters. A packing slip should be placed inside each box with all details of its contents.
- 19.7 For goods consigned to **developing countries**, the packing shall be sufficient to withstand without limitation rough handling, exposure to extreme climate conditions and dusty environments during inland transport and open storage. Mechanical equipment for loading and offloading is frequently not available. To enable manual handling, the weight of each box should, if technically possible, not exceed 100 kg.
- 19.8 Goods may not be unpacked for several months after arrival and therefore surfaces must be treated by appropriate protection to remain free from corrosion. Goods sensitive to moisture have to be sealed off from the atmosphere and shall be packed in moisture/vapor proof sealed packages with a suitable desiccator. Boxes shall be lined with polythene weatherproof sheeting or with any other environmentally neutral material
- 19.9 For goods to be transported in steel containers (TEU), the Supplier's standard outside packing is acceptable, provided they comply with the provisions above. All other goods, including airfreight consignments, shall be packed in **wooden boxes**, reinforced as appropriate. Crates are not acceptable.

20. FRAUD OR CORRUPTION

The Office expects participants in its bidding procedures to observe the very highest ethical standards during the process of adjudication and/or execution of contracts.

To this end, the Office:

- (a) has provided definitions of the following terms:
- (i) "corrupt practices" are understood to be the offering, giving, receiving or solicitation, directly or indirectly, of any advantage, in order to influence the actions of an official during the process of adjudication and/or execution of a contract;
 - (ii) "fraudulent practices" are understood to be the false presentation of the facts, or the failure to mention certain facts, in order to influence the process of adjudication and/or execution of a contract;
 - (iii) "collusive practices" are understood to be any conduct or agreement between two or more bidders, the purpose of which is to set prices at an artificial level or in a non-competitive manner;
 - (iv) "coercive practices" are understood to be the use or threat of coercion, directly or indirectly, with regard to individuals or their property, in order to influence the outcome of the process of adjudication and/or execution of a contract;
- (b) shall reject any bid, if it is shown that the supplier who submitted the winning bid has, directly or indirectly, employed corrupt, fraudulent, collusive or coercive practices with regard to the bid concerned;
- (c) shall penalize an enterprise or an individual, by disqualifying them for a specified or indefinite period from participating in the bidding procedures of the Office, if it is shown that the enterprise or individual has, directly or indirectly, employed corrupt, fraudulent, collusive or coercive practices with regard to bidding procedures or the adjudication of a contract;
- (d) reserves the right to request participants in bidding procedures, and their contractors, suppliers and consultants, to authorize access to their accounts, records and other documents related to the submission of the bids, as well as to the contracts, so that they may, if necessary, be examined by one or more auditors duly appointed by the Office.



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 Email: Jakarta@ilo.org

ANNEX V: BID FORM

<Supplier Name>
 <Supplier Address1>
 <Supplier Address2>
 <Supplier Address3>
 <Country>

ITB: ITB No. 20/2009

Date : <DD-MM-YY>

Closing Date : 17:00 hour, 22 June 2009 **Reply Via:** Sealed Enveloped only
Delivery Place : International Labour Office – EAST Project
 Menara Thamrin, Level 22
 Jl. M.H.Thamrin Kav. 3, Jakarta 10250

For the supply of goods: Sewing and Embroidery Machine

LOT Number: <specify >

Delivery to: <specify>

Your Bid Reference	Date	Currency	Bid Validity Date
< filled by supplier >	< filled by supplier >	USD	120 Days
Total Amount for all item	Place of Collection	Delivery Time (In Days)	Total Weight Kg & Total Volume/M3
< filled by supplier >	< filled by supplier >	< filled by supplier > Max. of 60 Days after award	< filled by supplier >
Total Amount for all item	Total Amount for delivery cost	Grand Total (including delivery cost)	
USD < filled by supplier >	USD < filled by supplier >	USD < filled by supplier >	

Responsible for sale
 <Supplier/Company Name>

Signature

<Name and Position>
 <Signature & Company Stamp>

This Quotation has been prepared in accordance with
“ILO Terms and Conditions for the Purchase of Goods”

BID FORM

ITB No. 20/2009

No	Item	UOM	QTY	Requested Delivery Date	Proposed Delivery Time (days)	Unit Price (in USD)	Total Price (in USD)
1.	<Item Description>	<UOM>	<Qty>	Maximum 60 days from the date of award.	<number of days after contract award>		

Specifications

<Item Description>

<Long Description>

<or supplier to provide separate attachment>

2.	<Item Description>	<UOM>	<Qty>	Maximum 60 days from the date of award.	<number of days after contract award>		
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Specifications

<Item Description>

<Long Description>

<or supplier to provide separate attachment>

A.	Total Amount for all items: <To be filled in by Supplier>
B.	Total Delivery Cost for all items: <To be filled in by Supplier>
	GRAND TOTAL: <A + B> <To be filled in by Supplier>

Responsible for sale

<Supplier/Company Name>

Signature

<Name and Position>

<Signature & Company Stamp>

This Quotation has been prepared in accordance with
“ILO Terms and Conditions for the Purchase of Goods”