



**REQUEST FOR QUOTATION (RFQ)
(Goods)**

To: All interested Bidders	DATE: 12 December 2017
	REFERENCE: RFQ/UNDP/ BRG/32627/099/2017 – Development of SOP for Ops Room Gakum KLHK

Dear Sir / Madam:

We kindly request you to submit your quotation for RFQ/UNDP/ BRG/32627/099/2017 – Development of SOP for Ops Room Gakum KLHK, 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 **December 18, 2017 at 12.00 WIB** and via ☒ *e-mail*, to the address below:

United Nations Development Programme
Menara Thamrin Building 7th floor, Jl. M. H. Thamrin Kav. 3, Jakarta
Procurement Unit
Email Address: *bids.id@undp.org*

Quotations submitted by email must be limited to a maximum of 8 MB/transmission and virus-free . They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input checked="" type="checkbox"/> Other DDP
Customs clearance ¹ , if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder
Exact Address/es of Delivery Location/s (identify all, if multiple)	The Directorate General of Law Enforcement The Ministry of Environment and Forestry Manggala Wanabakti Building, Blok 4, Lt. 4 Jl. Jendral Gatot Subroto, RT.5/RW.3, Senayan, Kebayoran Baru, RT.1/RW.3, Gelora, Kota Jakarta Selatan, DKI Jakarta 12190, Indonesia
UNDP Preferred Freight Forwarder, if any ²	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> [indicate number] days from the issuance of the Professional Service Contract <input checked="" type="checkbox"/> As per Delivery Schedule attached to the Terms of Reference
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Packing Requirements	N/A
Mode of Transport	N/A
Preferred Currency of Quotation ³	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : IDR for Local Vendors
Value Added Tax on Price Quotation ⁴	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes

¹ Must be linked to INCO Terms chosen.

² 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.

³ 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.

⁴ 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.

After-sales services required	N/A
Deadline for the Submission of Quotation	COB, Monday, December 18, 2017
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>
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 type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; <input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <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 type="checkbox"/> Others <i>[pls. specify as many as required]</i>
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 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

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

	<input type="checkbox"/> Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]
Payment Terms ⁶	<input checked="" type="checkbox"/> 100% upon complete delivery each deliverable <input type="checkbox"/> Others [pls. specify]
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 Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the General Terms and Conditions for Professional Service Contract <input type="checkbox"/> Earliest Delivery / Shortest Lead Time ⁸ <input checked="" type="checkbox"/> Others : compliance to the required qualification specified in Annex 1
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier, depending on the following factors:
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"/> Other Type/s of Contract Professional Service Contract
Special conditions of Contract	<input type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by [indicate number of days] <input type="checkbox"/> Others [pls. specify]
Conditions for Release of Payment	<input type="checkbox"/> Passing Inspection [specify method, if possible] <input type="checkbox"/> Complete Installation <input type="checkbox"/> Passing all Testing [specify standard, if possible] <input type="checkbox"/> Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible]

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

	<input checked="" type="checkbox"/> Written Acceptance of each deliverable based on full compliance with RFQ requirements and submission of original invoice <input type="checkbox"/> Others <i>[pls. specify]</i>
Annexes to this RFQ ¹⁰	<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 type="checkbox"/> Others <i>[pls. specify, if any]</i> Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ¹¹	<i>Stella Leonardo and Rani Rahmania</i> <i>UNDP Procurement Unit</i> <i>Email: rani.rahmania@undp.org / stella.leonardo@undp.org</i> 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.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods 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

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.

(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,



John Benjamin
Head of Procurement Unit
12 December 2017

Terms of Reference

Development of Standard Operation Procedure for the Intelligence Command Center and Multi-stakeholder Information Exchange at the Directorate General of Law Enforcement of KLHK Jakarta, December 2017

I. BACKGROUND AND CONTEXT

1. Background

In January 2016, The Indonesia Peat Restoration Agency (*Badan Restorasi Gambut* – BRG) was established, through the Presidential Regulation No 1 of 2016. The agency is mandated to coordinate and facilitate peat restoration of 2.6 million hectares in 7 provinces: Riau, Jambi, South Sumatra, West Kalimantan, Central Kalimantan, South Kalimantan and Papua.

To prepare BRG to be ready as an institution to undertake its mandate, it requested support from international donors. The Kingdom of Norway has provided assistance to BRG that was implemented by the United Nations Development Programme (UNDP). The BRG Support Facility project was then established.

Under this project, UNDP assisted BRG with administration, procurement, financial, capacity building, and monitoring support to make it institutionally ready to facilitate and coordinate peat restoration efforts, harmonize national policy on peat protection and management through acceleration of the revision of Government Regulation No. 71 Year 2014, and develop models for peat restoration at the Peat Hydrological Unit (KHG).

One of the main achievement of this support was the revision of the government regulation on peat ecosystem protection and management was made available. The enactment of the new Government Regulation (PP) No. 57 Year 2016, has enabled BRG to follow up by harmonizing related regulations, and/or subsequent regulations. Furthermore, BRG has also been able to provide recommendations to be implemented based on legal analyses, concerning concession holders causing fire outbreaks in BRG's peat restoration areas. It has also actively conducted direct monitoring and evaluation on the ground of these concession holders.

However, challenges remained. Closer coordination and communication, particularly with the Ministry of Environmental and Forestry (*Kementrian Lingkungan Hidup dan Kehutanan* – KLHK), should be developed for the effective monitoring and law enforcement.

Current Support

The Kingdom of Norway continues to support BRG to strengthen BRG institutions through the Office Support and Capacity Building Project (OSCB) managed by the UNDP. The OSCB project will continue the

previous project to strengthen BRG institution to fulfill its mandate and address challenges and obstacles faced by BRG.

Restoring the damaged peatland serves as one of the main important effort in supporting the Indonesia Government's target to reduce the Green House Gas emission. Another important effort is conserving intact peatland. BRG has been established to undertake the restoration effort. Meanwhile the Government should also ensure that there will be no more damage to the peatland.

To fulfil this, the Government should be able to monitor all peatland to ensure that these two efforts are going well. The establishment of an Intelligence Command Center at the Directorate General (DG) of Law Enforcement of the Ministry of Environment and Forestry (*Kementrian Lingkungan Hidup dan Kehutanan* – KLHK) can be a crucial instrument for the Government to perform the monitoring function.

The Center aims to provide three main function, i.e. (i) center of data information, (ii) center of operation, and (iii) learning center. Detail of these function includes analytics, information processing and presentation, intelligence control room platform, facilitating the telecommunication and network, drone and surveillance, as well as social media applications.

Support for the center will be delivered through three main components:

1. Provision of important hardware and software to optimize the utilization of the center;
2. Establishment of three more centers in South Sumatera, West Kalimantan and West Papua. This will bring significant advantage for BRG as the biggest peatlands areas are located in these islands;
3. Enhance the capacity of human resources operating the center.

2. Context

The DG of Law Enforcement (Direktorat Jendral Penegakan Hukum Lingkungan Hidup dan Kehutanan – PHLH) Kementerian Lingkungan Hidup dan Kehutanan (KLHK) is embarking on a journey to implement a Command Center, to improve its effectiveness and coverage to carry out its mission. PHLHK envisioned its Command Center to be the Center of Excellence in safeguarding Indonesia's best interest in environmental and forestry law enforcement and crime fighting. PHLHK named its Command Center as the "Center of Intelligence" (Col).

Since mid of 2016, PHLHK started building the Col, and to date, the following are already in place: (a) designated organization unit as its operator – whose members have been attending various trainings; (b) basic design for Col Information & Communication Technology (ICT) – which serves as the initial blueprint; (c) well-furnished and equipped operation room; (d) main display (15 monitors, each 46 inch); (e) softwares (GIS, custom-made application, etc) and hardwares (server, network devices, etc). With these, the Col has started to deliver services which provide promising impact for PHLHK capacity and effectiveness, which brings more demands to Col.

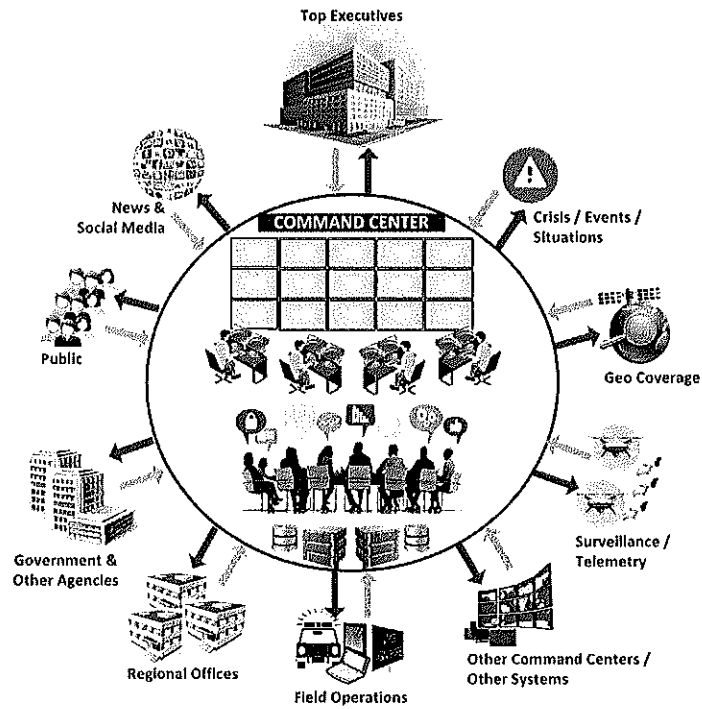


Fig 1. The Center of Intelligence Vision: Becoming the Nerve Center, the Center of Excellence

The vision of becoming the Center of Excellence and such demands, implies the Col to embark on a systematic continuous improvement. For this, Col has prepared an overall reference architecture. The following picture describes Col overall architecture.

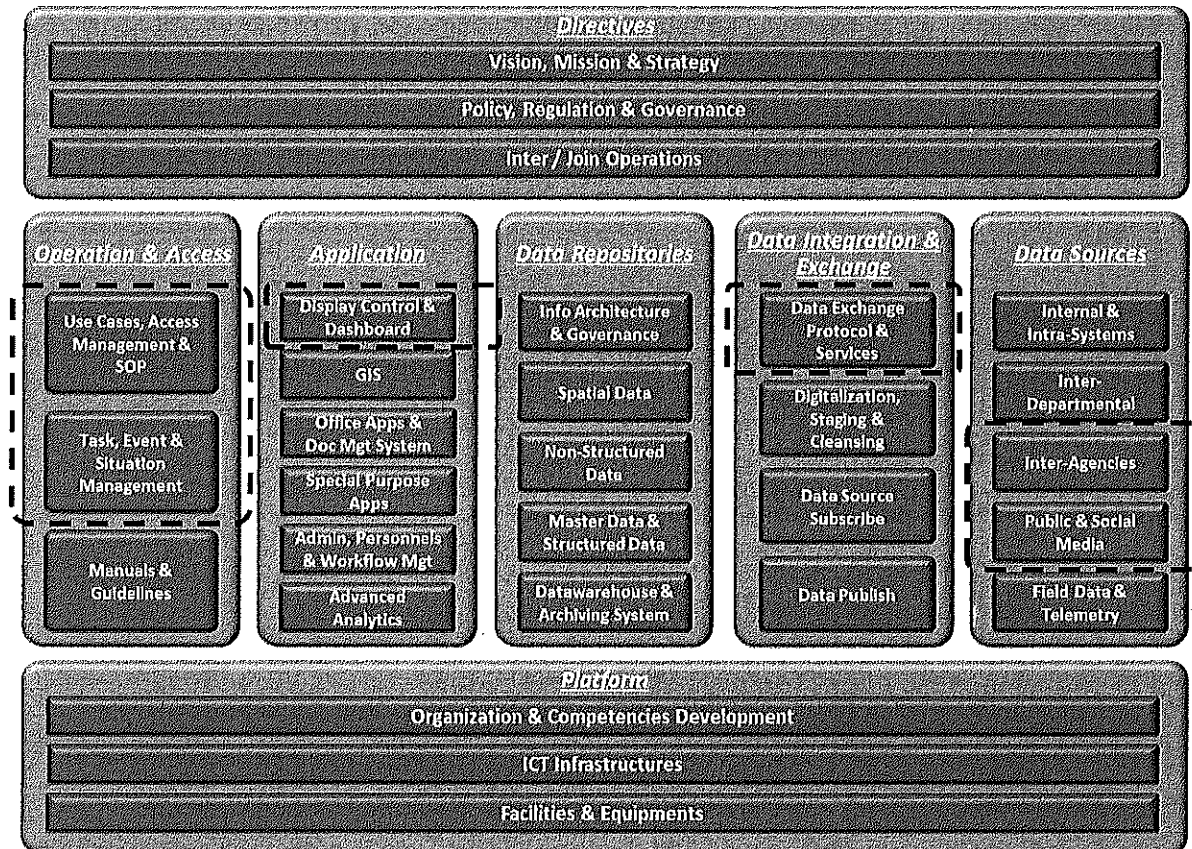


Fig 2. Overall Architecture of The Center of Intelligence & Related Domains (“Operation & Access” and “Application”)

Col is a system (of people, process, technology, data) and should operate systematically. Generally, a system development is driven from the front-end (where the business immediately takes place) to the back-end (where the data / information is processed, stored). Following this approach, Col identified immediate improvement in the “Operation & Access” area, to answer the following questions:

1. How to systematically carry out operation?
2. Who are involved and who will be accountable?
3. How to navigate the main screen display and Col applications?

Front-end operation and applications are the center of this improvement initiative, and a design specification for such is required, for PHLK to continue building its Col and for Col to improve its operation effectiveness.

In addition to this, to strengthen its network, Col aims to effectively collaborate with external / multiple stakeholders (multi-stakeholders), which covers: other government agencies, public / Non-Government Organization (NGO), etc. One important output from this network development / strengthening initiative is information exchange between the external parties and Col. To such, Col identified immediate improvement in the “Operation & Access” and “Data Source” areas, to answer the following questions:

1. How to effectively carry out operation for information exchange with multistakeholders?
2. Who are involved and who will be accountable?
3. What enablers and supporting elements needed?

To answer all those questions, assistance from qualified consultant is required.

3. Objectives

For the development of internal SOP (Front-End Operation & Application Main View Design):

- a. To define and document key business processes in Front-End operation.
- b. To identify, develop and document operation use cases of the Front-End applications.
- c. To identify and document detailed requirements for Front-End Application Main View design.
- d. To implement and develop the Front-End Application Main View design.

For the external SOP (Multistakeholders Information Exchange Planning):

- e. To define, develop and document ways of information exchange with multistakeholders.
- f. To identify and develop recommendation for effective enablers and supporting elements.
- g. This Project deliverables will be input / draft document for formal guideline / procedure to be issued by KLHK and/or with related parties / stakeholders.

II. PROCUREMENT

UNDP Indonesia will select a consultant firm that can produce the following outputs:

For internal SOP for the Intelligence Command Center

1. Front-End Operation Design Specification, consists of:
 - i. Key Business Processes (definition, diagram, tables – as needed) using IDEF-0 modeling and complementing models / diagrams (if necessary). *Please refer to appendix 1 for as-is PHLHK Business Processes.*

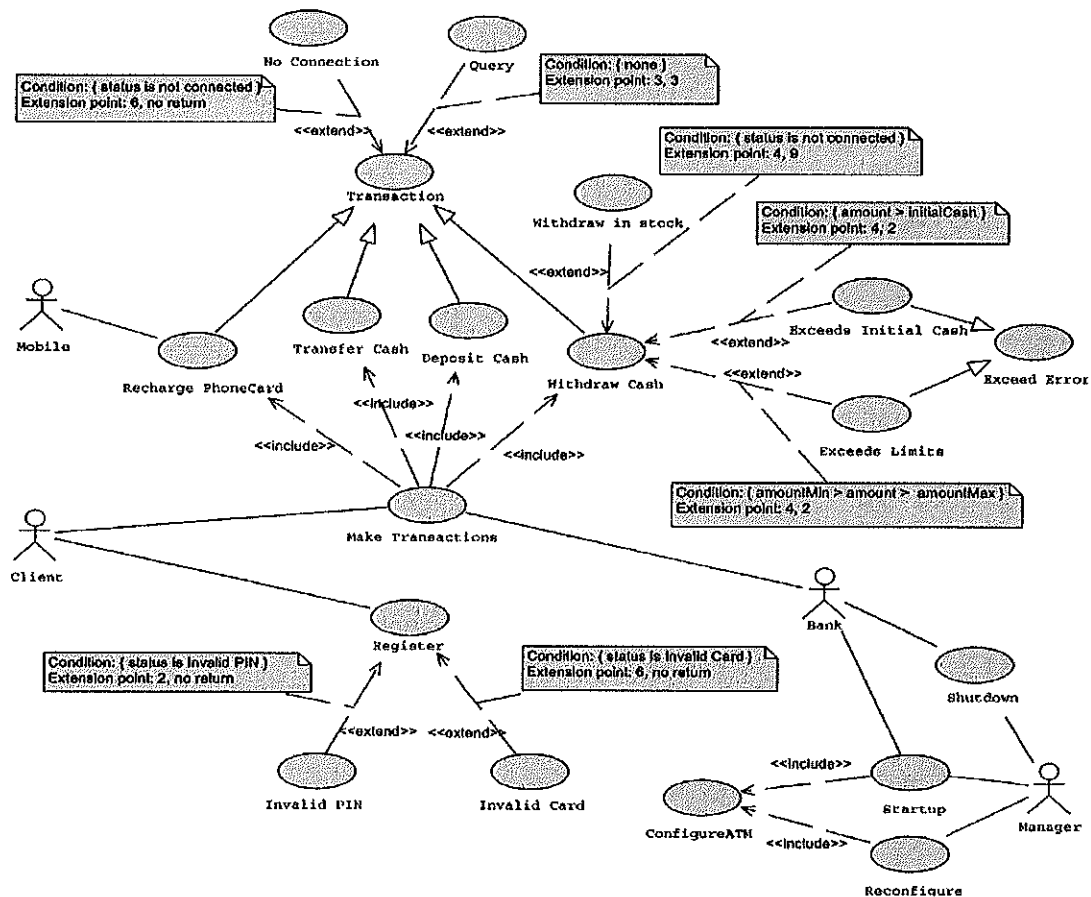


Fig 4. Example of Use Case Diagram (case: Automatic Teller Machine Use Cases)

- iii. Outline for Standard & Operating Procedures (SOP): identifying related policies and aligning them with use cases (reference definition for developing standard and procedures). Please refer to Appendix for current and planned SOP development. There are 27 current and planned to be developed SOPs. Through this activity, it's estimated up to 50 SOPs as output / deliverable. *(please refer to appendix 2)*

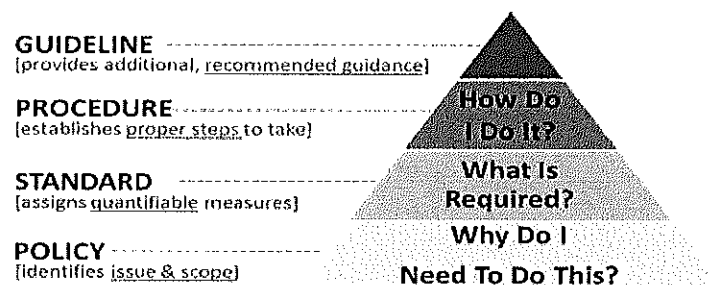


Fig 5. Hierarchy from Policy to Guideline

2. Front-End Application Main View Design Specification, at least consists of:

- User Interface outline and anatomy.

- Main View key components.
 - Main View site-map and plan for Col applications integration.
 - Main View application mockup.
3. Implementation and development of Main View Design specification.
 4. Recommendation for further operation effectiveness (e.g. key / new roles required, organization unit possible changes, PMO, etc).
 5. Knowledge transfer.
 6. Activity Management Plan.
 7. Activity Progress Report and Complete Activity Documentation.

For External SOP (Multistakeholders Information Exchange Planning):

1. Information exchange with Government Agencies business process, by further development and complementing existing / as-is Col Business Process in PHLHK (using IDEF-O modeling), consists of:
 - i. Key Business Processes (definition, diagram, tables – as needed) using IDEF-O modeling and complementing models / diagrams (if necessary).
 - ii. How the new Business Process (aforementioned) can be integrated with existing related PHLHK Business Processes.
 - iii. Data exchange plan, generally covers:
 - Data Exchange Requirements Specification which covers related existing data repositories (e.g. SiPatrol application, etc);
 - Data Definition;
 - Data Mapping Between Parties;
 - Data Format for Exchange; and
 - Data Exchange Methods.

Note: Information Exchange Planning with Government Agencies, covers:

- Lembaga Penerbangan dan Antariksa Nasional (LAPAN)
- Direktorat Jenderal Administrasi Hukum Umum (AHU)
- Kementerian Komunikasi dan Informatika (KOMINFO)
- Badan Pertanahan Nasional (BPN)

2. Information Exchange with NGO:
 - i. Requirements Analysis: what Col needs and what Col can provide NGO; with purpose to strengthen the network.
 - ii. Possibilities for information exchange between Col and NGO.
 - iii. Further development recommendation.

3. Documentation: recommendation for effective enablers and supporting elements for the information exchange between Col and specified external parties
4. Knowledge transfer.
5. Activity Management Plan.
6. Activity Progress Report and Complete Activity Documentation.

III. WORK SCHEDULE

This activity is expected to be completed within 4 (four) months, with the following reference schedule.

No	Major Activity	Month 1	Month 2	Month 3	Month 4
1.	Activity Management				
2.	Front-End Operation Design Specification				
3.	Front-End Applications Main View Design				
4.	Information Exchange Requirements Analysis				
5.	Information Exchange (Detailed) Planning				
6.	Application Main View Implementation & Testing				
5.	Knowledge Transfer				
6.	Closing				

IV. REQUIRED QUALIFICATION

The consultant company must have the following qualifications:

1. Experience in designing front-end operation and Front-End Application Main View, information exchange analysis and planning;
2. Experience working with government agencies;
3. Experience working with international development agencies/donors.
4. Experience in information system interfacing / integration between one agency / enterprise with another agency or enterprise works or projects is preferred;
5. Experience in developing and implementing information system dashboard is preferred;
6. Experience in command center works / projects is preferred.

The consultant company must be equipped with the following expert and qualification in the team:

1. Project Manager / Team Leader (1 personnel)
 - Bachelor degree in Information Technology, Computer Science;
 - Minimum five years of professional experience in leading / managing application or information system implementation project;

- Experience in developing and implementing information system dashboard;
 - Exposure in consulting works / projects is preferred;
 - Exposure in command center works / projects is preferred.
2. Business Analyst (3 personnel)
- Bachelor degree in Information Technology, computer science, or related field;
 - Minimum three years of professional experience as business analyst in application or information system implementation project;
 - Exposure in information system interfacing / integration between one agency / enterprise with another agency or enterprise works or projects;
 - Experience in developing and implementing information system dashboard;
 - Exposure in command center works / projects is preferred.
3. Software Engineer / Developer (2 personnel)
- Bachelor degree in Information Technology, computer science, or related field;
 - Minimum three years of professional experience as software engineer and/or developer in application or information system implementation project;
 - Experience in developing and implementing information system dashboard;
 - Experience developing ICT system and application or web-application
 - Knowledge of relational databases
 - Exposure in command center works / projects is preferred
4. Data Analyst (1 personnel)
- Bachelor degree in Information Technology, computer science, or related field;
 - Minimum three years of professional experience as data analyst in application or information system implementation project;
 - Knowledge of relational databases
 - Exposure in command center works / projects is preferred

Reporting

The consultant company must submit the following reports:

1. Preliminary report (20%) – consist of plan, methodology and approach in achieving the outputs,
Due date: January 2018
2. Mid-term Report (40%) – consist of draft of expected outputs, progress and challenges. Due date:
February 2018
3. Final Report (40%) – consist of all documentation as stated in Section II. The report must be
compliment with the hard copy (3 books) and soft copy (in 3 Flash Disk). Due date: April 2018

Delivery

The outputs will be delivered to the below address:

The Directorate General of Law Enforcement
The Ministry of Environment and Forestry

Manggala Wanabakti Building, Blok 4, Lt. 4

Jl. Jendral Gatot Subroto, RT.5/RW.3, Senayan, Kebayoran Baru, RT.1/RW.3, Gelora, Kota Jakarta Selatan, DKI Jakarta 12190, Indonesia

PIC: Mr. Rudi Napitupulu (081381599732)

Delivery date: 30 April 2018, 10:00 WIB

V. Appendix

List of Existing PHLHK Business Processes

No	Business Process
1.	Directorate General of Law Enforcement of Environment and Forestry
1.1.	Law Enforcement of Environment and Forestry
1.2.	Directorate of Complaint, Supervision and Administrative Sanction
1.2.1.	Complaint, Supervision and Administrative Sanction
1.2.2.	Complaint Handling
1.2.3.	Management Supervision
1.2.4.	Administrative Sanction Imply
1.3.	Directorate of Forest Prevention and Security
1.3.1.	Forest Prevention and Security
1.4.	Directorate of Environment Conflict Resolution
1.4.1.	Environment Conflict Resolution
A31	Environment Conflict Resolution outside the Court
A32	Environment Conflict Resolution through the Court
A-4	Directorate of Criminal Law Resolution
A4	Criminal Law Resolution
A-5	Directorate General Secretariat
A5	Management Support
A51	Legal and Technical Cooperation
A52	Program Planning and Evaluation Development
A53	Implementation of Organization Affairs and Governance
A54	Financial, Facilities and Infrastructure Management

List of Current & Planned SOP Development for Col

1. Standard of Personnel and Tools

- A. Standard of Personnel's need
- B. Standard of Tool's need
- C. Standard of Security
- D. Standard of Room's Cleanliness and Comfort

2. Working Mechanism

A. Col Operation Room Access Mechanism

- 1) Col Operation Room Team Access
- 2) Col Operation Room Permission Access
- 3) Col Operation Room Permission Access Timeline
- 4) Do and dont's of Permission Access Owner
- 5) Col Operation Room Check In/out

B. Data Management and Analysis Mechanism

- 1) Siapa yang bisa akses data Who can access the data
- 2) How long the data management conducted
- 3) What output of each data collection
- 4) Bulanan Mandatory daily/weekly/monthly report
- 5) User Access record
- 6) Data naming and editing mechanism
- 7) Mechanism of Data requesting management to Col team by General Director of Law Enforcement – KLHK

C. Data Access Mechanism

- 1) Who can access data from Col Operation Room
- 2) Approval of Data Access including the levelling data and access
- 3) Type of data out from Opsroom including its leveling
- 4) Data access in the emergency situation
- 5) Standard Data Out Protection

D. Data Testing Mechanism

- 1) Approved early inspection
- 2) Proposal of Activity planning
- 3) Equipment standard that must be carried out and available in the field
- 4) Testing Output
- 5) Online Monitoring on field testing
- 6) System Testing Result Data Update
- 7) Testing Report

E. Law Enforcement Online Data System Mechanism

- 1) SIPATROL data Update, Online Complaint, Online SA, WebGIS, AHU, Socmed
- 2) Update Schedule

3) Procedure of Data deviation correction finding

F. Emergency Mechanism

G. Coordination and Information Exchange amongst Stakeholders Mechanism

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. _____:

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

No	Deliverable				Total Price / Deliverable
1	Preliminary report – consist of plan, methodology and approach in achieving the outputs				
	Role/Item	Working Days	Price per Days	Total	
	Project Manager/ Team Leader :				
	Business Analyst :				
	Software Engineer / Developer :				
	Data Analyst :				
	Others (supporting staff, finance staff, communication cost, etc.):				
2	Mid-term Report – consist of draft of expected outputs, progress and challenges				
	Role/Item	Working Days	Price per Days	Total	
	Project Manager/ Team Leader :				
	Business Analyst :				
	Software Engineer / Developer :				
	Data Analyst :				
	Others (supporting staff, finance staff, communication cost, etc.):				
3	Final Report – consist of all documentation as stated in Section II. The report must be compliment with the hard copy (3 books) and soft copy (in 3 Flash Disk)				
	Role/Item	Working Days	Price per Days	Total	

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

	Project Manager/ Team Leader :			
	Business Analyst :			
	Software Engineer / Developer :			
	Data Analyst :			
	Others (supporting staff, finance staff, communication cost, etc.):			
	TOTAL			

TABLE 2 : Estimated Operating Costs (if applicable)

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time			
Compliance to all service and its deliverable in Annex 1			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements [pls. specify]			

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]

**UNDP
GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 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.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or

acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or

charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 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.

22.2 The 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.

23.0 SECURITY:

23.1 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.

23.2 UNDP 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 UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP 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 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, 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 documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP 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 UNDP 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 <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses 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.