



REQUEST FOR QUOTATION (RFQ) (Goods and Service)

To: All Interested Bidders	DATE: November 22, 2019
	REFERENCE: RFQ/UNDP/ICT/85336/060/2019 – Long Term Agreement of Internet Service Provider for UNDP Offices (including project offices) within Jakarta and Greater Area

Dear Sir / Madam:

We kindly request you to submit your quotation for **Long Term Agreement of Internet Service Provider for UNDP Offices (including project offices) within Jakarta and Greater Area**, 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 November 29, 2019 at 1000 hour (GMT+7) and via (choose appropriate box) ☒ *e-mail*, to the address below:

United Nations Development Programme
Menara Thamrin Building 8th floor
Jl. MH. Thamrin kav.3, Jakarta 10250, Indonesia
Phone: 021- 29802300
Attn: Fathia Alya Shabrina/Sri Hastutiningsih

Quotations submitted by email must be limited to a maximum of 10 MB/transmission, virus-free and no more than 5 (five) email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

Please take note of the following requirements and conditions pertaining to the supply of the 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 checked="" type="checkbox"/> DAP <input type="checkbox"/> Other [pls. specify]	
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)	1. UNDP Office, 7th – 10th Floor, Menara Thamrin Building, Jl. M. H. Thamrin Kav. 3, Jakarta	
UNDP Preferred Freight Forwarder, if any ²	N/A	
Distribution of shipping documents (if using freight forwarder)	N/A	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> Two (2) weeks from the issuance of the Long Term Agreement Contract	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements	N/A	
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input type="checkbox"/> LAND <input checked="" type="checkbox"/> OTHER As proposed by Bidders
Preferred Currency of Quotation ³	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : IDR	
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	<input type="checkbox"/> Warranty on Parts and Labor for minimum period of <i>[pls. specify]</i> <input checked="" type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others <i>[pls. specify]</i>
Deadline for the Submission of Quotation	Friday, November 29, 2019 and at 1000 hour (GMT+7)
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 checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days <p>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.</p>

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

Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>
Payment Terms ⁶	<input type="checkbox"/> 100% upon complete delivery of goods <input checked="" type="checkbox"/> Others Monthly Basis upon delivery of service in each month
Liquidated Damages	A prorate payment will be applied based on SLA specified in the TOR
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁷ <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i> <input type="checkbox"/> Earliest Delivery / Shortest Lead Time ⁸ <input checked="" type="checkbox"/> Others Compliance to the delivery time
UNDP will award to:	<input type="checkbox"/> One and only one supplier <input checked="" type="checkbox"/> One or more Supplier, depending on the following factors: <i>UNDP will select two (2) LTA contractors</i>
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Long-Term Agreement ⁹ <input checked="" type="checkbox"/> Other Type/s of Contract Professional Service Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 1 (one) week <input type="checkbox"/> Others <i>[pls. specify]</i>
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection upon checking the installation <input checked="" type="checkbox"/> Complete Installation <input type="checkbox"/> Passing all Testing <i>[specify standard, if possible]</i> <input type="checkbox"/> Completion of Training on Operation and Maintenance <i>[specify no. of trainees, and location of training, if possible]</i>

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 type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others <i>[pls. specify]</i>
Annexes to this RFQ ¹⁰	<input checked="" type="checkbox"/> Specifications of the Goods Required (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>Fathia Alya and Sri Hastutiningsih</i> <u><i>fathia.shabrina@undp.org</i> and <i>sri.hastutiningsih@undp.org</i></u> 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 (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.

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.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Martin Stephanus Kurnia
Procurement Analyst
November 22, 2019

TERMS OF REFERENCE

1. Background

The UNDP Long Term Agreement for Internet Service Provider seeks to provide qualified and competent internet service within Jakarta for UNDP Office (including all project offices in Jakarta). With this LTA, we may increase any internet connection from selected ISPs without having to go through competitive bidding again until the LTA is expired.

2. Objective

Long Term Agreement(s) with qualified Internet Service Provider(s) is expected to cover the provision of internet connection for all network services such as email, browsing, chat, and other internet services hereafter referred to as "Internet Services". The purpose of this tender is as follows:

- Two internet connections for UNDP offices one as Primary and other as the backup line. Both of them should use a different international backbone. Internet connection should go through either Fiber Optic. Internet Services shall include, but not limited to, connectivity from internet backbones to UNDP offices (including project offices) identified locations; service level agreements; maintenance support through Helpdesk and on-site services; problem resolution; and all internet port services like email, browsing, chat, etc.

3. Period of LTA(s) and location of Performance

- Initially the LTA(s) will be signed for one year and could be extended up to maximum three years. Even though it is a yearly basis contract, the internet usage can be less than a year and internet connection fee will be on monthly basis payment. Any extension will be subjected to satisfactory performance of required services.
- Based on UNDP requests, Internet price can be reviewed at every six months.
- A mandatory a week "testing period" in location required shall be included and no payment shall be made during "testing period".
- Physical location of service should be in respective area.

4. Qualification of Internet Service Provider (ISP)

- The contractor has an internet Service Provider (ISP) license from Depkominfo
- The contractor has Network Monitoring System (NMS)
- Supported by qualified engineers/technical support team with network professional certificate, such as: CCNP (Cisco Certified Network Professional) or CCIE (Cisco Certified Internet Expert)
- The contractor should have at least 3 years of experience in providing services for company on IT related issues

5. Deliverables including reports

1. 24 x 7 hours connectivity with a minimum assurance of 98%. If less than 98%, the payment will be prorate.
2. Online traffic monitoring tool should be made available by the Vendor with access rights to UNDP or in the absence of the same, the Vendor shall provide a traffic report every two weeks to relevant UN Agencies, the content of which will be provided at the time of LTA(s) signature.

3. 24 x 7 help desk support available to relevant UN Agencies by phone or on-site support, depending on the severity of the problem with one dedicated staff to be allocated by the Vendor to UN Agencies.
4. For internet connection at 10-Mbps speed or faster, tracert report should show in the range of 15 until 20 hops to reach links below :
 - <https://Intranet.undp.org>
 - www.partneragencies.org
 - <http://undponeclick.org>
 - <https://idm.undp.org>
 - <https://undp.sharepoint.com>
5. Provide necessary equipment up to the modem, Tower, VSAT, UPS, Terrestrial link, router and other accessories to implement the connectivity.
6. On-site support, as required, in our offices immediately
7. Service Level Agreement (SLA) guarantee for ISP services, minimum is 98% /month.
8. Provide internet connection with Bandwidth listed in the attached matrix.
9. Average maximum latency < 250 Ms reaching international Back Bone.
10. The ISP should have at least two backup lines of the international backbone. (International backbones diagram/routing should be attached)
11. The internet connection at speed 50-Mbps or faster should be connected to international backbone directly.
12. Connected to the Indonesia Internet Exchange Network.
13. For internet connection at speed 10-Mbps or faster, the ISP should be able to provide number of public IP mentioned in the matrix without additional charge.
14. The ISP has Bandwidth Usage Monitoring System through MRTG (with 5 Min, 30 Min, 2 Hours, Daily, Weekly and Monthly)
15. Price should be quoted in Indonesia Rupiah.
16. Based on Project Offices request, price can be evaluated/verified at every 6 months.
17. Price of internet service and the internet media such as Fiber Optic should be quoted as one price.
18. In case if required, a router has capability in managed bandwidth and setting should be performed by the ISP with arrangement as requested by UNDP team at no cost.
19. The required bandwidth are as follows:

No	Bandwidth Size	Connection Type	Connection Media	Required Public IP
1	10-Mbps	1:1	Fiber Optic	4
	10-Mbps	1:4	Fiber Optic	4
2	20-Mbps	1:1	Fiber Optic	4
	20-Mbps	1:4	Fiber Optic	4
3	30-Mbps	1:1	Fiber Optic	4
	30-Mbps	1:4	Fiber Optic	4

4	50-Mbps	1:1	Fiber Optic	8
	50-Mbps	1:4	Fiber Optic	4
5	80-Mbps	1:1	Fiber Optic	8
	80-Mbps	1:4	Fiber Optic	4
6	100-Mbps	1:1	Fiber Optic	16
	100-Mbps	1:4	Fiber Optic	8
7	150-Mbps	1:1	Fiber Optic	16
	150-Mbps	1:4	Fiber Optic	8
8	200-Mbps	1:1	Fiber Optic	16
	200-Mbps	1:4	Fiber Optic	8

6. Performance Evaluation and Review

The contractor's performance will be reviewed based on the followings:

- The vendors shall keep **UNDP and the relevant project** aware on any major changes industry, regional or worldwide outages, which will have an impact on their service policies or procedures.
- The vendors shall meet periodically with UNDP and the relevant project to discuss issues of mutual concern, to review the vendor's performance and to discuss improvements which the vendors or UNDP and the relevant project should make in order to achieve a more effective services and support.
- The vendors shall arrange meetings twice a year to discuss service updates with UNDP and the relevant project.
- The contractor will appoint Customer Care Centre and 24hour Call Centre

7. Payment Terms

- The installation fees shall be paid after completion of installation/commissioning and certification by UNDP and the relevant Project.
- Monthly charges shall be paid within 30 calendar days of receipt of invoices by UNDP and the relevant Project
- UNDP and the relevant Project reserves the right to reduce the fees, should the service outage by the vendors be continuous and is more than 24 hours in a week.



Sandra Lega
ICT Associate
November 22, 2019

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	Bandwidth Size	Connection Type	Connection Media	Required Public IP	Installation Cost* (IDR)	Deinstallation Cost (IDR)	Monthly Fee (IDR)	Installation Time (max.1week)
1	10-Mbps	1:1	Fiber Optic	4				
	10-Mbps	1:4	Fiber Optic	4				
2	20-Mbps	1:1	Fiber Optic	4				
	20-Mbps	1:4	Fiber Optic	4				
3	30-Mbps	1:1	Fiber Optic	4				
	30-Mbps	1:4	Fiber Optic	4				
4	50-Mbps	1:1	Fiber Optic	8				
	50-Mbps	1:4	Fiber Optic	4				
5	80-Mbps	1:1	Fiber Optic	8				
	80-Mbps	1:4	Fiber Optic	4				
6	100-Mbps	1:1	Fiber Optic	16				
	100-Mbps	1:4	Fiber Optic	8				
7	150-Mbps	1:1	Fiber Optic	16				
	150-Mbps	1:4	Fiber Optic	8				
8	200-Mbps	1:1	Fiber Optic	16				
	200-Mbps	1:4	Fiber Optic	8				
Installation Charges								

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

	Other Charges (if any – Please specify)	
	Grand 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 2 (two) weeks upon issuance of Contract			
Service Level Agreement (SLA) 98% availability			
Appointment of Customer Service/Help Desk 24 hours 7 days/week			
Validity of Quotation is 60 Days			
All Provisions of the UNDP General Terms and Conditions			
Provide contact person with SLA guarantee for ISP service min. 98% per month			

PRICE CONSIDERATIONS

- UNDP envisages to enter into contract for 1 (one) year with the option to renew for the 2nd and 3rd year. The Bidders should specify whether the prices would remain firm for the entire contract period, or alternatively, they should indicate a maximum yearly increase rate.

<p>For the 2nd year of the contract [please check one]</p> <p><input type="checkbox"/> the prices will remain fixed for the duration of the contract but the bandwidth will increase up to MB</p> <p><input type="checkbox"/> the prices will remain fixed for the duration of the contract as well as the bandwidth</p>
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For the 3rd year of the contract [please check one]

☐ the prices will remain fixed for the duration of the contract but the bandwidth will increase up to MB

☐ the prices will remain fixed for the duration of the contract as well as the bandwidth

- The Financial Regulations and Rules of UNDP normal payment terms are 30 days upon satisfactory completion of service and acceptance thereof by UNDP. Bidders must, therefore, clearly specify in their proposal the payment terms being offered including prompt payment discounts, if any.
- UNDP is not subject to any taxes. Therefore all costs/unit prices must be exclusive of tax.

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes

expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods,

services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.