United Nations Development Programme



REQUEST FOR QUOTATION (RFQ)

REFERENCE: RfQ17/01514 DATE: 12 May 2017

Dear Sir / Madam:

We kindly request you to submit your quotation for the **Digitization of the archive of the Parliament of the Republic of Moldova**, 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 <u>23 May 2017</u>, <u>16:00 (Moldova local time)</u> and via e-mail or courier mail to the address below:

United Nations Development Programme in Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova Attention: Registry Office/Procurement tenders-Moldova@undp.org

Quotations shall be submitted in Romanian duly signed and stamped and shall be marked with the note "RfQ17/01514: Digitization of the archive of the Parliament of the Republic of Moldova".

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 5 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:

9			
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	☑ As per delivery schedule attached in Annex1		
Preferred Currency of Quotation¹	⊠United States Dollars □Euro □Moldovan Lei		
Value Added Tax on Price Quotation	☑ Must be exclusive of VAT and other applicable indirect taxes		
Deadline for the Submission of Quotation	23 March 2017, 16:00 (Moldova local time)		

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

All documentations, including				
catalogs, instructions and operating	☑ English ☐ French ☐ Spanish ☐ Others			
manuals, shall be in this language				
Documents to be submitted	 ☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☑ Company profile (short info up to 2 pages); ☑ Copy of Company's Registration Certificate; ☑ List of previous digitization projects of similar complexity (at a similar large scale for public institutions) performed by the Proposer as main Contractor; ☑ Detailed Contract Implementation Plan; ☑ CVs of proposed key personnel involved; ☑ List of equipment to be used for the assignment and equipment technical description; ☑ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List. 			
Period of Validity of Quotes starting the Submission Deadline Date	□ 60 days □ 120 days			
Partial Quotes	⊠Not permitted			
Payment Terms	🗵 100% upon complete delivery of goods			
Evaluation Criteria	 ☑ Technical responsiveness / Full compliance to requirements and lowest price; ☑ Full acceptance of the PO/Contract General Terms and Conditions; ☑ Maximum period of performance of all services not to exceed 6 months from the Contract signature; Requirements for company: ☑ At least 5 years of experience in providing digitization services; ☑ Minimum 3 digitization projects implemented successfully; ☑ At least 1 contract of similar nature, size (digitization of more than 500 000 pages) and velocity (monthly productivity) in the past 2 years; Requirements for personnel: ☑ Project Manager must have at least 2 years proven tracked experience in the area of managing digitization of archives; ☑ At least 2 (two) proposed operators of scanners must have not less than one year of experience in operating the scanners that will be used in the project; ☑ At least 1 (one) proposed digitization specialist must have not less than 1 (one) year of experience in using digitization technology, tools and methodology employed in current contract. Requirements for the equipment: ☑ All Suppliers' electronic equipment shall meet the standards applicable in Moldova; ☑ All equipment shall operate at noise levels no higher than 55 decibels; 			

	☑ All electronic equipment that emits electromagnetic energy shall be certified as meeting US FCC class B or EN 55022 and EN 50082-1, or equivalent, emission.		
UNDP will award to:	☑ One and only one supplier		
Type of Contract to be Signed	☑ Contract for Professional Services		
Conditions for Release of Payment	☑ Written Acceptance of Services based on full compliance with RFQ requirements		
Annexes to this RFQ	 ☑ Terms of Reference (Annex 1) ☑ Form for Submission of Quotation (Annex 2) ☑ General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process. 		
Contact Person for Inquiries (Written inquiries only) ²	Elena Birau, Procurement Assistant, elena.birau@undp.org 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.

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.

² 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.

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/procurement/protest.shtml.

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,

Ira Cebotari, lead of Operations / ARR, UNDP Moldova

Terms of Reference (TOR)

Digitisation of the archive of the Parliament of Moldova

A. BACKGROUND INFORMATION

The World e-Parliament Report noted that Information and Communication Technologies (ICT) have become essential tools in supporting the work of legislative bodies throughout the world. The advantage of automation within parliaments is threefold: more information and documents on the website; increased capacity to disseminate information and documents; and more timely delivery of information and documents to members.

In this context, the Parliament of the Republic of Moldova (PRM) has initiated several innovation initiatives including, 1) a modernization of its website, 2) the implementation of an e-Parliament system, and 3) the implementation of an Institutional Repository (IR).

The implementation of the Institutional Repository is to address a set of challenges faced in the domain of parliamentary documentation and archival services. A final main need for the institutional repository is for supporting electronic dossier-keeping and archiving of all 1) permanent records and 2) long term records, providing access to different internal users including Members of Parliament and Secretariat staff.

Permanent records are all produced by the Parliament as part of its legislative, oversight and representation activity. These records are considered 'public' unless sealed or restricted in line with relevant laws. Permanent records are to be kept permanently, in both (single) hardcopy and electronic format (with the envisaged institutional repository). Permanent records may include:

Draft laws	Petitions	Reports	
Laws	Answers to petitions	Stenographs	
Decisions	Instructions	Assignments	
Interpellations	Orders	Official letters	
Answers to interpellations	Minutes	Documents related to official delegations, meetings, visits	
Multimedia collections	Etc.		

B. OBJECTIVES AND SCOPE OF WORK

The overall objective of this assignment is the Digitization of the Parliament's Archive which consists of 660.000 pages and their upload into the institutional repository system (IR system). It will also include, besides archive' digitization, implementing workflows and guidelines for receiving/transmitting paper-based acts, scanning, metadata entry, internal/external quality assurance and transfer into IR system.

The technical information provided in this TOR shall serve as a reference point for proposals for this assignment.

C. KEY ACTIVITIES AND EXPECTED OUTPUTS

The selected company shall provide digitization services that comprise the following:

- 1. Introduce / follow / optimize pre-scanning preparation of documents procedures;
- 2. Scan paper based acts from the Parliament's archive;
- 3. Process scanned images as required: de-skew, crop and merge into Parliament's act;
- 4. Annotate scanned images with rich metadata;
- 5. Perform internal quality assurance;
- 6. Offer appropriate support and training to Parliament's employees in performing external quality assurance;
- 7. Upload digitized records with accompanying metadata into IR system;
- 8. Provide necessary technical expertise to the Parliament's staff.

Before starting the main digitization process, the selected company will conduct a demo for the digitization of 10 000 pages (A4). The demo will include but is not limited to the following activities:

- 1. Implement the workflow for pre-scanning activities;
- 2. Implement the workflow for scanning and post-processing;
- 3. Implement the workflow for metadata entry. In this workflow, the relevant PRM staff will be involved to 'generate metadata';
- 4. Implement the workflow for quality assurance (internal and external);
- 5. Implement the workflow for ingestion into IR system.
- 6. Produce a guidelines / workflow document that is approved by the PRM and will guide the next stage of the digitization effort.

The Company is responsible for all administrative and organizations costs related to organizing the demo.

Some of the A4 pages are banded and will require unbinding before scanning can take place. After the completion of the scanning, the pages will be rebounded.

D. DELIVERABLES AND INDICATIVE TIMEFRAME

No	Deliverable	Due date
1	Inception Report, providing details for the requirements from Annex 1, developed	3 days from contract signature
2	Report on demo project resulting in digitizing 10 000 pages (A4), including approved guidelines and workflows for post-processing, annotation with metadata, and ingestion into IR system.	1 month from contract signature
3	About 660.000 PRM pages (A4) are scanned, metadata entered, quality acceptance passed and ingested into IR system. *It is important to highlight that this is the number of scanned, processed and stored pages and not the number of scanned acts or dossiers (each dossier contains 200-300 pages). Scanned images are processed and saved in compressed PDF/A for each document image; Metadata annotated. Daily report on number of acts ready for quality assurance process by the Beneficiary.	5 months from contract signature
4	Final report	10 working days after completion of the assignment.

The start date for the assignment begins after the selection process of the company. The assignment should be completed within 6 months' period. The digitization will take place at the premises of the Parliament of the Republic of Moldova. Due to the reason that PRM archived files may contain sensitive information, the files shall not be taken out of the archive. All reports produced during the implementation of the contract shall be provided in Romanian and English, both in hard copy and the electronic version.

Digitization workflow

The digitization workflow will follow the generic pattern used for similar assignments. It will be divided into 7 steps:

- Destination folder preparation
- Scanning (ADF, Flatbed)
- Image Clean-up
- Validation of data/Manual data entry
- Verification
- PDF/A generation
- Export from workstations and Import to IR system, implemented by the selected company.

The resulting image quality control will be performed by the scanning operator by browsing the images and observing image defects (if certain areas are unclear, if the entire document is blurred or unclear, the presence of foreign lines over images, image skew, etc.). All the above-mentioned defects will be corrected without rescanning the documents, either by image parameter adjustment or virtual rescanning. If all the above-mentioned methods are exhausted, then the pages will be re-scanned using the properly configured parameters.

Scanning process

Scanning process consists of electronically capturing an image from paper based documents. Every digital document may have one or several images that will form one single file. The following table contains technical data for the scanning of real estate folders:

Image Resolution	Image Format
At least 300 dpi	PDF/A

As a result of scanning PRM's Archives dossiers, there will be a single PDF/A file produced for the Act, Letters to Competent Bodies and Author and separate PDF/A files for the Author Control Sheet and Resolution.

The following Metadata Fields shall be created:

- a. Author (Secretariat subdivisions issuing the documents)
- b. Type of act
- c. Inventory number

- d. File (dossier) number
- e. Registration date and number
- f. Number of pages in file
- g. Short summary (or abstract)
- h. Keywords
- i. Degree of classification (public, confidential, etc.)
- Date of archiving

The digital files will follow the sequence of pages identical to the paper document(s). In case there is information on both sides of the page, the sequence of pages in the digital file shall be adjusted accordingly. Digital files will not contain blank pages.

Quality Control and Quality Assurance workflow

The QC/QA framework will be pervasive and can be considered in three-layers:

- 1) General Quality Assurance framework
- 2) Internal Quality Control procedures at all stages of the workflow
- 3) Quality Check by Parliament's Archive Unit (PAU)

Quality Assurance (QA)

It is important to retain control over quality at all stages of the files digitization. Producing a digital archive of archived electronic documents is not an easy task. As seen above, the general digitization workflow consists of many interwoven stages, each building on the foundations laid before. If, at any stage, image quality and/or metadata is compromised within the workflow, it has been totally lost and can never be redeemed. To this end, the proposed general QA framework is based on TASI QA Methodology:

Before final release to IR system file all output (Derivatives and Metadata) will be checked and 'signed off. The proposed overarching QA framework is a filter that gradually refines the quality of the material until it meets the required standards.

Work will be signed off by someone other than the person who originally processed the file (Scanning Operator) or metadata (Data entry Operator). It will be the Quality Control Supervisor who needs to manually evaluate each File produced within the digitization delivery 'Sign-off' QA stage. This signing off system is built within the general digitization workflow. All Scanning Operators and Data entry personnel will be aware that not only has the quality of every file been checked, but also by whom and when it was signed off. This piece of metadata will form a fundamental part of the QA audit history. Details of any files or 'exceptions' which fail to meet a QA benchmark will be recorded and any patterns or similarities between them mentioned in periodic QA reports. These reports will be used by the contractor to rectify any faults attributable to the digitization or data-entry workflows. A Fault Report System will be implemented that allows faults to be recorded both during production and also by the end user (PAU) after IR system file delivery. Once these faults have been recorded within the system they can be checked by the contractor, addressed, fixed and re-signed off for delivery.

Contractor's QC Procedures

Ensure/check that all stages/phases of the process:

- Check for missing Images if any
- Clarity of the output files (appropriate dpi): all documents from each dossier must be clearly visible;
- Appropriate dpi for images;
- Inverted images, Tilted images, Skew;
- Correct association of PDF files with the IR system Files;
- Black bands;
- Existence of all metadata;
- Correctness of codification of file names (Acts indexes);
- Compliance of metadata to rules and internal classifiers;
- Output IR system files are identified in search queries and are calculated in the reports;

Quality check by Parliament of Moldova Archive Division

- Quality control by PRM Archive consultants
- Random search queries performed to identify the converted dossiers
- Confirming acceptance (accepted/not accepted)
- Not accepted documents, files will be rescanned, metadata will be updated

^{*}The final list of metadata fields shall be decided after additional consultation with the Parliament of Moldova. The PRM Information and Analytical Department will analyze the archived documentation and provide the necessary keywords, abstract.

Required equipment

The contractor will provide all the necessary equipment, including scanners and laptops. The preferred equipment under this assignment will be ADF-duplex scanners for A₄ format sheets and Flatbed scanners for A₅ and A₆ format sheets. The pages, which repeatedly fail to be ingested by the ADF will be scanned using flatbed scanners.

ADF scanners: These scanners allow multiple pages to be copied or scanned at one time without the need to place each individual page in the scanner.

Flatbed scanners: These are contactless type scanners that do not use powerful lighting systems and do not need to move the document to scan it.

General technical requirements	Mandatory
All Suppliers' electronic equipment shall meet the standards applicable in Moldova	М
All equipment shall operate at noise levels no higher than 55 decibels.	
All electronic equipment that emits electromagnetic energy shall be certified as meeting US FCC class B or EN 55022 and EN 50082-1, or equivalent, emission	М

Personnel

For completing the proposed assignment in due time, the contractor will hire scanner operators and metadata entry operator. The contractor will coordinate and manage the day to day activities of the digitization teams and ensure weekly reporting on production levels.

The PRM IR system implementation at the PRM must include the following stages to be led by the Service Provider with the following outcomes/deliverables.

Contract will be output-based and payment issued only upon delivery of satisfactory outputs.

QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER

Technical competencies

- At least 5 years of experience in providing digitization services;
- Minimum 3 digitization projects implemented successfully;
- At least 1 contract of similar nature, size (digitization of more than 500 000 pages) and velocity (monthly productivity) in the past 2 years;
- Experience of working in government / parliament and/or knowledge of parliamentary legislative / document management processes would be an advantage;
- Experience in training end-users and IT specialists under similar size projects would be an advantage;
- Previous experience in using and/or implementing digital archiving software would be an asset.

The bidder should propose a core team of at least:

- The **Project Manager** must have at least 2 years proven tracked experience in the area of managing digitization of archives.
- At least 2 (two) proposed **operators of scanners** must have not less than one year of experience in operating the scanners that will be used in the project.
- At least 1 (one) proposed **digitization specialist** must have not less than one year of experience in using digitization technology, tools and methodology employed in current contract.

Specific Mandatory Requirements

No.	Mandatory Requirements		
Requi	Requirements towards deliverables		
1	The Supplier shall provide the digitization workflow as part of the bid.		
2	The Supplier shall provide the quality assurance workflow as part of the bid.		
3	The Supplier shall deliver daily reports on the number of digitized folders to be submitted for quality check and approval by the Beneficiary.		
4	The Supplier shall take all the relevant actions to install equipment and deliver all the scanning and related equipment (electric cables, network equipment, and other devices, as needed).		
Requi	Requirements towards scanning equipment		

- The proposed solution's scanning feature shall support saving digital documents with a resolution of at least 300 dpi and a color depth of 24 bits per pixel
- The proposed solution's scanning feature shall support both monochrome and color scanning
- The Supplier will use state of the art scanning technology and guarantee the production of quality images that allows verification of the scanned images.
- 4 The scanning solution shall support the ability to handle different types of documents
- The scanning solution shall support the ability to create digital documents automatically from several pages (file merging).
- 6 The scanning solution shall support the automatic file naming and structuring feature.
- 7 The scanning solution shall allow for saving digital images in PDF/A format.
- 8 The scanning solution shall cover the A4 format as a minimum.
- 9 The digitization solution shall include an Automatic Document Feeder.

Requirements towards the computing equipment

The Supplier shall install the appropriate equipment in quantity and of performance appropriate for successful implementation of the project. At minimum, the computing equipment will consist of:

- Scanners as specified in requirements (No. 5-13);
- One server for temporary storage of scanned images;
- Appropriate licenses for scanning and processing software (per needs);
 - A local area network switch and cable or other appropriate equipment for connecting computers and scanners inside the working area;
 - Necessary number of workstations for metadata entry and verification and quality assurance test;
 - Other necessary equipment for the successful implementation of the assignment.
- 2 Supplier shall have appropriate local storage capacity.

Scanning requirements

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- Scanning instructions, including on quality assurance (internal and external), shall be developed by the Supplier and agreed with the Beneficiary. This instruction set shall be part of the technical proposal for the current tender.
- The digitization shall be conducted by the staff with appropriate training, both in utilization of equipment, business procedures and protection of personal data.
- The digitization of documents shall include scanning of all pages (including the folder cover) that contain information (front/back if appropriate) in PDF/A format.
- 4 Only pages with information shall be scanned. The digital files with blank pages will not be accepted.
- The methodology proposed by the Supplier shall contain the description of equipment, technology, ways of providing security, quality of images and compliance with the mandatory technical specifications.
- 6 The technology used for scanning shall not harm the original paper-based documents.
- If the information covers the front/back side of a document, the digitization solution shall support the merging of pages in their original sequence.

Requirements towards the implementation plan

- The bidder will propose its implementation plan considering the tentative schedule given in chapter D. DELIVERABLES AND INDICATIVE TIMEFRAME
- The duration of this assignment shall not exceed 6 months plus 12 months of warranty after implementing
 - The Bidder will prepare a preliminary project plan, which shall address the following:
 - Project Management Plan including an outline of the overall management approach for the project. This
 section should describe, in general terms, the roles and authority of the Bidder's Key Staff. It should be written
 as an Executive Summary for the Project Management Plan.
 - Milestone and Deliverables List. This section must provide a summary list of milestones including dates for
 each milestone deliverables that will be produces, also some insight to the major milestones/deliverables. This
 section should also mention or discuss actions to be taken if any changes to the milestones or delivery dates
 are required.
 - Schedule Baseline and Work Breakdown Structure (WBS). This section should address the WBS, WBS Dictionary, and Schedule baseline and how they will be used in managing the project's scope. The WBS provides the work packages to be performed for the completion of the project. The WBS Dictionary defines the work packages. The schedule baseline provides a reference point for managing project progress as it pertains to schedule and timeline. The schedule baseline and work breakdown structure should be created in Microsoft Project and show all dependencies and critical paths. The WBS can be exported from the MS Project file.

- Quality Management Plan. This section elaborates how quality management will be used to ensure that the
 deliverables for the project meet acceptance criteria. All project deliverables should be defined in order to
 provide a foundation and understanding of the tasks at hand and what work must be planned. This section
 should include quality roles and responsibilities, quality control, quality assurance, and quality monitoring.
- Risk Management Plan. This section provides a general description for the approach taken to identify and manage the risks associated with the project.
- Data Ingestion plan. This section should include scanning, post-processing, metadata input, quality assurance, migration to IR system; dossiers return policy, planned monthly outputs etc.;
- Warranty Service Plan. This must describe how the Bidder proposes to assure fulfilment of the response time requirements for correcting ingestion failures.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)

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. "RfQ17/01514: Digitization of the archive of the Parliament of the Republic of Moldova":

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

ption Report, providing details for the irements from Annex 1, developed ort on demo project resulting in digitizing 10 000 es (A4), including approved guidelines and cflows for post-processing, annotation with adata, and ingestion into IR system. Out 660.000 PRM pages (A4) are scanned, metadata red, quality acceptance passed and ingested into estem.	3 days from contract signature 1 month from contract signature	
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red, quality acceptance passed and ingested into stem.		
ned, processed and stored pages and not the ber of scanned acts or dossiers (each dossier ains 200-300 pages). Inned images are processed and saved in pressed PDF/A for each document image; adata annotated. Verport on number of acts ready for quality	5 months from contract signature	
rance process by the Beneficiary. I report	10 working days after completion of the assignment.	
İ	rance process by the Beneficiary.	rance process by the Beneficiary. report 10 working days after completion of the

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Your Responses		
Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
	-	Yes, we will cannot

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]

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.
- 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 licenses, 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 <u>Force Majeure</u>), 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

- 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.
- 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 (6o) 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. 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.