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REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 05 August 2019
	REFERENCE: RfQ19/01953

Dear Sir / Madam:

We kindly request you to submit your quotation for Company to develop eNotifier system using Curbing Corruption by Building Sustainable Integrity in Moldova - Hackathon 2019 inputs, 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 **19 August 2019, 16:30 (Moldova local time)** via etendering system to the address below:

<https://etendering.partneragencies.org>

Username: event.guest

Password: why2change

BU Code: MDA10 and Event id: 0000004165

Once uploaded, Bidders that have accepted the invitation in the system will be notified via e-mail that changes have occurred. It is responsibility of the Bidder to view the respective changes and clarifications in the system.

Please Consult eTendering Resources for Bidders for additional information on bidding:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

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.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned services:

Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> As per Delivery Schedule attached
Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars

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.

Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Technical Support 12 months of corrective maintenance support (included in contract)
Deadline for the Submission of Quotation	<p>19 August 2019, 16:30 (Moldova local time)</p> <p>IMPORTANT NOTE: the time zone indicated in the Tendering system is New York Time zone.</p> <p>PLEASE NOTE:</p> <p>1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct proposal closing time is as indicated in the e-tendering portal and system will not accept any proposal after that time. It is the responsibility of the proposers to make sure proposals are submitted within this deadline. UNDP will not accept any proposal that is not submitted directly in the system.</p> <p>2. Try to submit your proposal a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.</p>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Russian or Romanian
Documents to be submitted	<p><input checked="" type="checkbox"/> Electronic submission of Proposal https://etendering.partneragencies.org Username: event.guest Password: why2change</p> <p>Please note:</p> <p>1. <u>It is strongly recommended to create your username with two parts, your first name and last name separately by ".", similar to the one shown above.</u></p> <p>2. <u>You can participate in the proposal event only if you have registered in the system.</u></p> <p><input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</p> <p><input checked="" type="checkbox"/> Company profile (short info up to 1 page);</p> <p><input checked="" type="checkbox"/> Detailed description of the offered service;</p> <p><input checked="" type="checkbox"/> Quality Certificates (ISO, etc.) – if possess any;</p> <p><input checked="" type="checkbox"/> Relevant high portfolio/samples - specifying similar implemented projects;</p> <p><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;</p>
Period of Validity of Quotes starting the Submission Deadline Date	<p><input checked="" type="checkbox"/> 90 days</p> <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>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of Service
Liquidated Damages	0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.

Evaluation Criteria	<p> <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price; <input checked="" type="checkbox"/> Provided portfolio are in line with required complexity of assignment; <input checked="" type="checkbox"/> Minimum 5 year experience in the field of IT development; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Availability of dev team which shall include: <ul style="list-style-type: none"> ■ Project Manager; ■ Technical Coordinator / Mentor; ■ 2x Developers / Mentors. </p> <p>Minimum requirements for the Project Manager position:</p> <ul style="list-style-type: none"> • University degree, with at least five (5) years of professional experience, specifically in project management; • Working knowledge of Romanian is essential; • Proven professional experience in project management by conducting at least three (3) projects in IT development; • Recognized certificates in project management will be an advantage; <p>Minimum requirements for Technical Coordinator / Mentor:</p> <ul style="list-style-type: none"> • University degree in ICT field, with at least five (5) years of experience in development of IT projects; • Working knowledge of Romanian; • Proven experience as Technical Coordinator /Team Leader in ICT projects; • Recognized certificates in the field of technologies proposed within the offer will be an advantage. <p>Minimum requirements for Developer/Mentor position:</p> <ul style="list-style-type: none"> • University degree in ICT field, with at least three (3) years of experience in developing applications; • Proven professional experience with developing/customizing content management systems (minimum 1 developer); • Recognized certificates in the field of technologies proposed within the offer will be an advantage; • Experience in mentoring teams within the Hackathon-type events will be a considerable advantage. • Working knowledge of Romanian language.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Other Type/s of Contract: Contract for Goods and Services
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ ²	<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). 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	Olga Crivoliubic - Curbing Corruption by Building Sustainable Integrity in Moldova Project Manager Email: olga.crivoliubic@undp.org

² Where the information is available in the web, a URL for the information may simply be provided.

(Written inquiries only) ³	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.
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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.

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,

Denis Sușchevici

Denis Sușchevici
Head of Procurement Unit
UNDP Moldova

³ 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.

IT



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Annex 1

Section 3: Terms of Reference (TOR)

Project Title

"Curbing Corruption through Building Sustainable Integrity in Moldova"

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Abbreviations

NAC	National Anticorruption Centre of the Republic of Moldova
Hackathon 2019	An event to be organised by UNDP and NAC lasting several days, in which start-ups and software developers meet to engage in collaborative design and/or computer programming.

A. Background

"Curbing Corruption by Building Sustainable Integrity in Moldova" Project will contribute to achieving a sustainable integrity and anticorruption system in the Republic of Moldova through the strengthened capacities of the public and private sector entities and the civil society for the efficient application and monitoring of national integrity instruments and standards. The project will enhance capacities of the public and private sector actors, as well as of the Civil Society Organisations (CSOs) for the implementation of effective corruption prevention instruments and tools and will strengthen the anticorruption demand side through an increased public awareness on anticorruption and on the means to curb corruption. It will contribute to the progressive implementation of the Sustainable Development Goal 16 that calls for a substantial reduction of corruption and bribery in all their forms and for developing effective, accountable and transparent institutions at all levels. The Project is framed around the National Integrity and Anticorruption Strategy (NIAS) 2017-2020 and responds to the needs of its various actors and stakeholders in addressing the challenges for the effective implementation of the NIAS.

One of the most important corruption prevention tools performed by the NAC is anticorruption proofing of normative acts⁴. Anticorruption proofing of normative acts represents a process of the identification of

⁴ <https://cna.md/reports.php?l=ro>

corruption risks which can emerge in relation to the process of promoting normative acts by public entities, identification of the factors generating such risks and formulating recommendations to exclude such risks in the content of draft normative acts. It was introduced as a mandatory tool in 2006 and is carried out by the National Anticorruption Center. The current methodology for anticorruption proofing expertise was adopted in 2017⁵.

Anticorruption proofing has the following objectives:

- Prevention of corruption acts by excluding the risk factors from the draft normative documents;
- Information of the authors and of the public at large on the risk factors and corruption risks identified in a draft document;
- Offering supplementary guaranties that the legislative process is in compliance to the citizens' interest and the public interest.

According to the Integrity Law no.82/2017, all draft normative acts drafted by public entities shall pass the anticorruption proofing, except:

- a) policy documents;
- b) acts on the staff reshuffle of individual character;
- c) Government dispositions;
- d) Government Decisions on the approval of the reviews of draft laws and the Decrees of the President of the Republic of Moldova;
- e) International treaties, acts of investment with full powers and of expressing the consent of the Republic of Moldova to be bound by an international treaty.

Although NAC carries out the corruption proofing expertise of draft normative acts, in some cases the final adopted document differs from the draft act expertized by NAC. There are also cases when some draft acts elude the corruption proofing expertise. Therefore, some normative acts in force may contain corruption risks. At the same time, the involvement of citizens into the legislative drafting process is rather limited, while citizens as the direct beneficiaries of the adopted laws can identify certain problematic norms at the stage of their implementation and come with solutions and recommendations to exclude some discretionary norms, bureaucratic procedures, excessive requirements and other norms which can generate corruption.

To increase the demand side form the citizens to engage in preventing corruption and promote zero-tolerance to corruption, UNDP, through its project "Curbing Corruption by Building Sustainable Integrity in Moldova" (further the Project), in partnership the National Anticorruption Center aims to provide citizens with a tool of reporting problematic norms creating risks for corruption in the current legislation. For this purpose, the Project intends to contract a company to define through a crowd sourcing event, develop, deploy and support the conventionally called "eNotifier" information system, which will allow citizens to notify NAC on problematic norms creating potential corruption risks in the current normative acts.

B. Description of services

1. Project scope and objectives

The general objective of the project is to increase the demand side form the citizens to engage in preventing corruption and promote zero-tolerance to corruption. Engaging general public and civil society into identification of relation among normative acts that could lead to corruptive activities would contribute to the overall corruption prevention measures. The scope of work is to provide an information solution that can assist general public and civil society in notifying the NAC on problematic norms creating potential corruption risks in the current normative acts.

As depicted in the , the main driver that motivates the need for an information system is:

- Prevent corruptive exploits in normative acts

⁵ https://cna.md/public/files/colegiu_3/MetodREAacte_norm.dupaSed.Col20.07.18.pdf

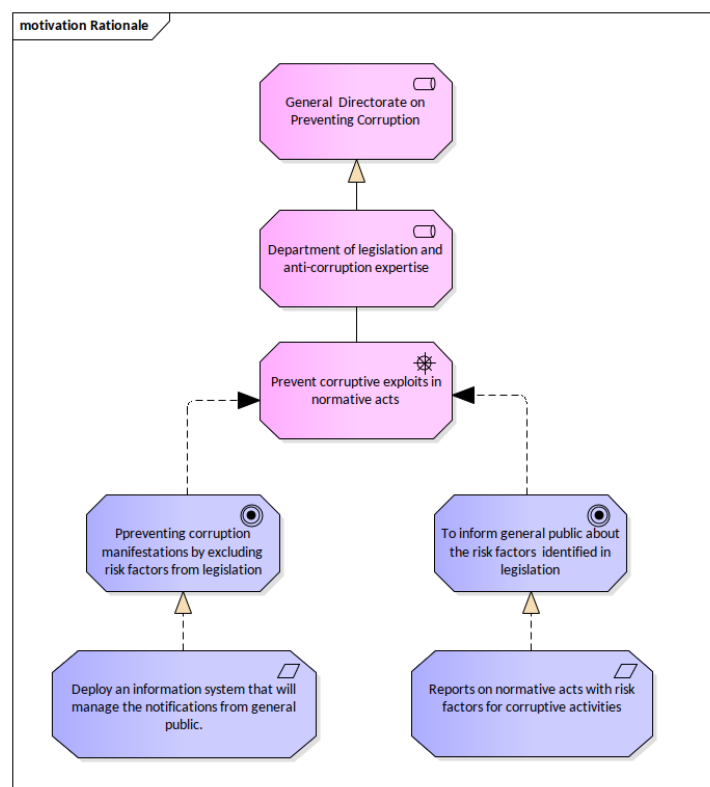


Fig. 1: Project motivation view

Thus, the key objective of this project is to define through crowd sourcing activity, develop, deploy and support “eNotifier” information system that sets the following business objectives:

- Provide a mechanism to manage the submission process of notifications;
- Provide a case management workflow;
- Provide a reporting functions.

Besides the business objectives enumerated above, the system shall provide functionalities related to managing user accounts, internal classifiers/nomenclatures, reports and notification functions described further within this document.

2. Expected outcomes

During the project execution the Supplier is expected to provide following deliverables:

No.	Deliverable / Milestone	Duration	Indicative timeframe
	Preparatory stage / Support a crowdsourcing event to define the system - Hackathon. Three hackathon mentors selected; Selected mock-ups and/or prototypes integrated into “eNotifier”; business analysis specification document submitted.	3 weeks	[15.10.2019]
	Development stage / System developed. Technical documentation submitted. OWASP Top 10 2019 test output provided.	4 weeks	[15.11.2019]
	Deployment stage / System installation and configuration guidelines submitted.	3 weeks	[30.03.2020]
	12 months of corrective maintenance support provided	12 months	[30.03.2021]

C. Project development methodology

It is foreseen that the “eNotifier” system is to be developed using iterative development methodology that suggests developing prototypes of the informational system adding the basic functionalities incrementally during the project implementation.

Nevertheless, the methodology to be utilised, the Supplier will take into account ideas and mock-ups (prototypes) developed during the Hackathon. The Supplier is expected to support and mentor start-ups and software developers at the Hackathon.

The outcome of the Hackathon is expected to be the UX (User Experience) artefacts developed in the course of design process. This process will involve the design of the entire activities of information capturing and integrating the system that includes aspects of branding, design, usability and function.

D. System definition

The “eNotifier” system will support the following main business functions:

- Notification management
- Reporting function

Notification management - function will consist of the following business processes:

- a) *Capture information* – will support the steps necessary for the user to fill out the mandatory information fields, will filter and guide user throughout the process;
- b) *Notify stakeholders* – will inform all participants within the case;
- c) *Draft resolution* – will support users to take an informed decision taking into account information provided within notification.

Reporting function - will provide ad-hoc reporting functionalities.

Following image depicts the overall business architecture that defines the main aspects of the “eNotifier” system.

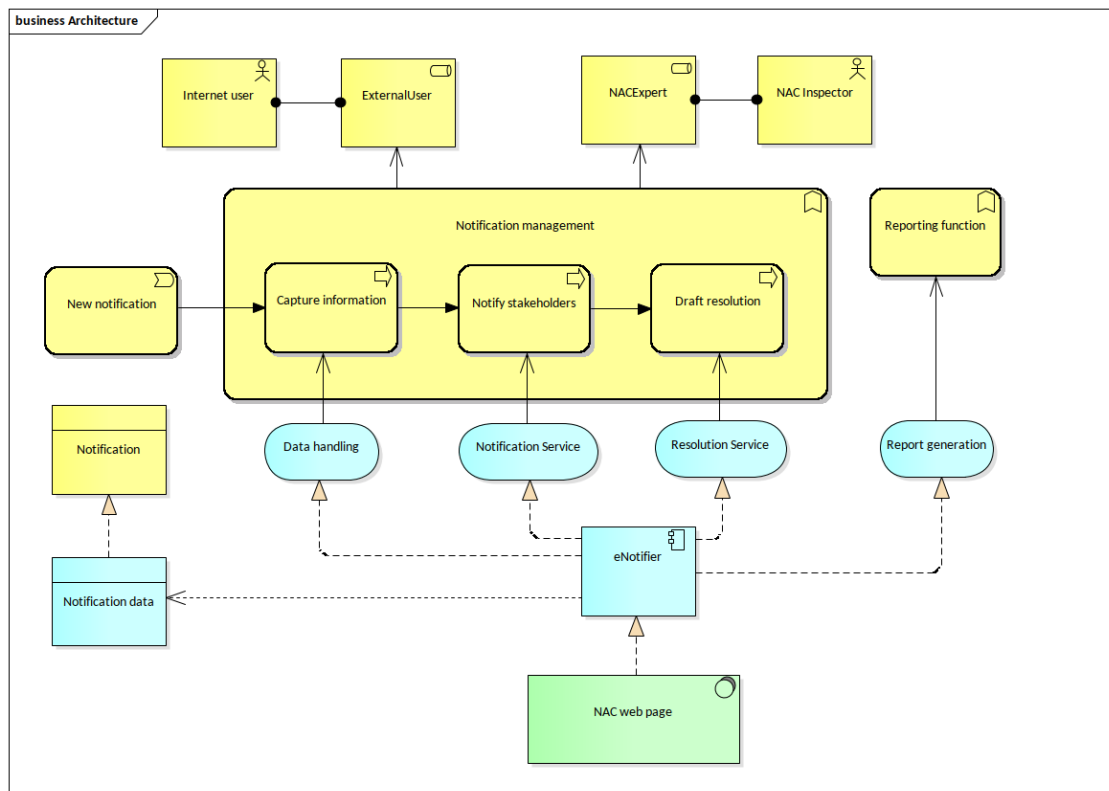


Fig. 2: eNotifier business architecture

3.1 Capture information

Capture information process will consists of two (2) main business functions.

a) Provide guidance and hints during the notification submission. This merely implies structuring and presenting the information provided. In addition all normative acts that might be submitted shall fall into following categories:

- Constitutional and administrative law, justice and home affairs, human rights and freedoms;
- Economy and Trade;
- Budget and Finance;
- Education and culture, culture, cults and the media;
- Labour legislation, social security, health and family protection.

b) Find similarity to already recorded cases. By performing this function, the process will suggest user to provide additional rationale to an existing case. This function will diminish the risk of cases that were previously overlooked by NAC experts because of poor argumentation. Having additional info might help experts to revise their previous decisions.

Following Use Case depicts the functions to be supported by the system.

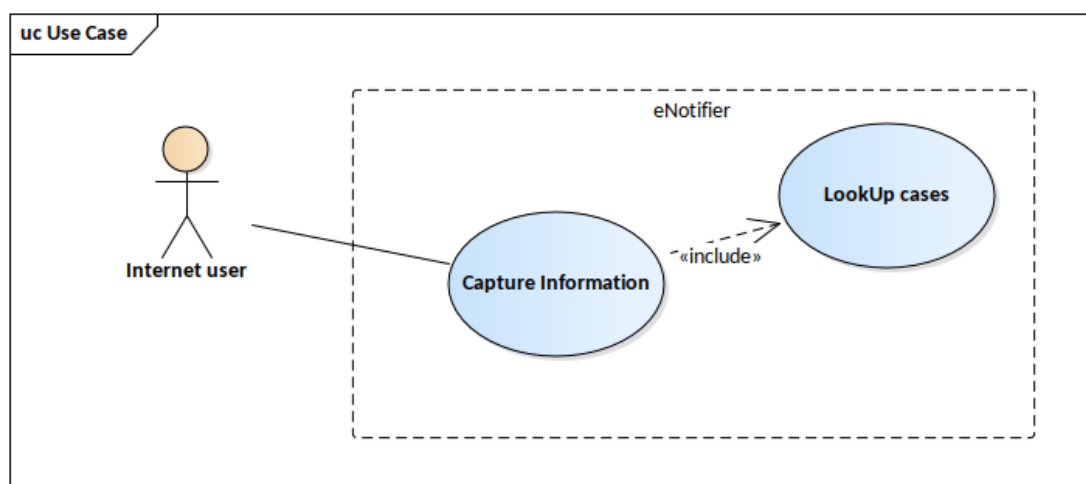


Fig. 3: Capture information use case

Following scenario complements the Use Case in

Use case name:	Capture information	
Scenario:	Provide information related to normative acts in question	
Triggering event:	Ad-hoc request by internet user.	
Brief description:	This function guides internet user during submission of a new notification. The function looks up within the stored records to find possibly similar cases.	
Actors:	All stakeholders.	
Related use cases:	None	
Stakeholders:	Internet user, NAC Inspector	
Preconditions:	None	
Post conditions:	All provided information is structured and respective record is stored.	
Flow of activities:	Actor	System
	1.1. User accesses app	2.1.1 System provides user respective user interface
	3.2. User enters information according to information blocks.	4.2.1 System looks up into stored records and provides hints and/or similar cases. 5.2.2 If similar cases are found the list is presented to the user.

	6.3. User has the option to select and provide additional information to an existing case or continues with their new case.	7.3.1 System adjust existing case or store a new case.
Exception conditions:	8.None	

The sequence of actions are illustrated in the following diagram.

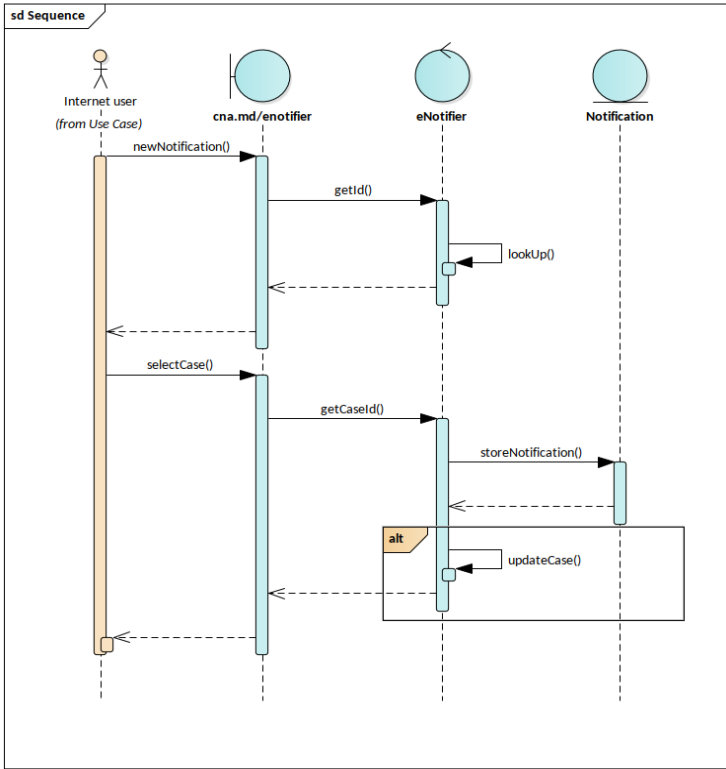


Fig. 4: Capture information sequence of actions

3.1.1 Notification object

Following diagram depicts the relations between system’ objects. A notification object will contain the relations to corresponding objects from .

The class *normative act* will encapsulate the following attributes:

- Normative act ID (e.g. LPO1125/2012*6)
- Article (e.g. 26)
- Paragraph (e.g. 2)
- Letter (e.g. a)
- FreeText (text entered by user)

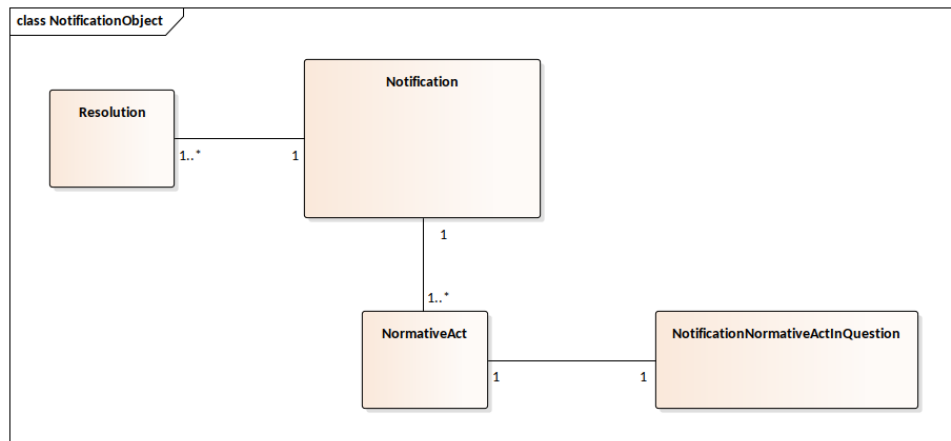


Fig. 5: Notification class diagram

Each *normative act* notified by the user will have mandatory one *normative act* in question as depicted in . Notification object will contain a resolution per each normative act notified by the user. It should be noted that a normative act can have more than one corresponding normative act in question and each such relation shall have a resolution drawn by the NAC expert.

3.2 Notify stakeholders

This step will notify NAC experts (based on juridical domain) about a new or updated case that seeks attention. The main notification channel would be a mail message; however, during the Hackathon other ideas might arise that shall be taken into consideration by the Supplier when designing this function.

3.3 Draft resolution

This activity will present NAC expert a dashboard that contains information submitted by the Internet user. Following main information blocks to be available within the dashboard are:

- Date of submission;
- Domain of the legislation (according to nomenclature);
- Legal act in question;
- Cross legal act/-s that permit corruptive exploits of the legal act in question;

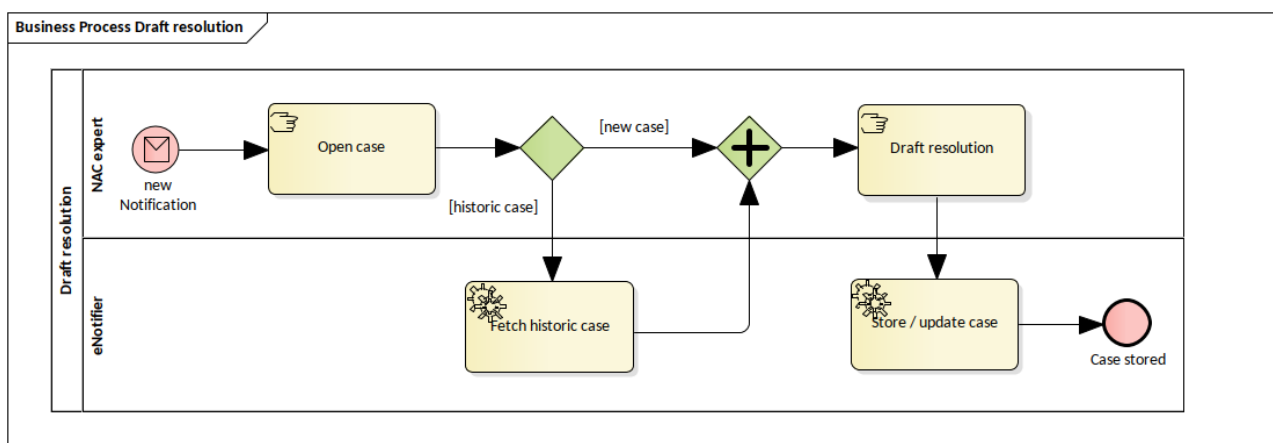


Fig. 6: Draft resolution subprocess

By receiving a notification message from “eNotifier” the subprocess of drafting a resolution begins. NAC expert will have the option to comment their resolution. When the case is based on previously historic cases, the system will signal the expert and provide corresponding direct links and/or will show corresponding information blocks from the historic case/-s. The exact appearance of dashboard elements and other UX aspects will be defined during the Hackathon 2019 event.

3.4 Reporting function

The eNotifier system will provide NAC experts the possibility to extract reports based on the following reporting periods:

- Monthly;
- Cumulative;
- Specifying start and end dates;

Report generation functionality shall be based on system's internal classifiers. The depth of the classifiers shall be at least three (3) levels deep, i.e. class:sub-class:sub-class. The Supplier will develop initial report template based on the following minimum sets of information blocks.

Level 1	Level 2	Level 3	Number of cases
Juridical domain	Normative act	Resolution	

The system will permit authenticated and authorized user to generate and export reports in a predefined data format. One of the data formats will be easily viewable like PDF (Portable Document File) the other format will be editable, i.e. in free text and/or tabular form.

4. User management and system administration

The eNotifier system will provide the functionality of user management. This function will allow system administrator to register and/or update users within the system. Registered users will be able to sign into the system and benefit from its provided functions according to their role. User management component will support user roles function.

E. Supplier profile

Minimum five (5) years of solid experience in design and develop ICT solutions.

At least 3 similar ICT solutions developed and deployed;

Proven experience in developing and/or customizing Content Management Systems;

The Supplier shall prove local backstopping capability to provide Beneficiary assistance and fix system deficiencies.

The Bidder shall provide following information within its offer:

- Detailed description of the company;
- Copy of registration documents;
- Company portfolio, specifying similar implemented projects;
- Descriptions of at least 3 similar ICT solutions.

F. Key personnel

The Bidder shall describe the proposed key personnel taking into consideration following positions:

- Project Manager;
- Technical Coordinator / Mentor;
- 2x Developers / Mentors.

Minimum requirements for the Project Manager position:

- University degree, with at least five (5) years of professional experience, specifically in project management;
- Working knowledge of Romanian is essential;
- Proven professional experience in project management by conducting at least three (3) projects in IT development;
- Recognized certificates in project management will be an advantage;

Minimum requirements for Technical Coordinator / Mentor:

- University degree in ICT field, with at least five (5) years of experience in development of IT projects;
- Working knowledge of Romanian;
- Proven experience as Technical Coordinator /Team Leader in ICT projects;
- Recognized certificates in the field of technologies proposed within the offer will be an advantage.

Minimum requirements for Developer/Mentor position:

- University degree in ICT field, with at least three (3) years of experience in developing applications;
- Proven professional experience with developing/customizing content management systems (minimum 1 developer);
- Recognized certificates in the field of technologies proposed within the offer will be an advantage;
- Experience in mentoring teams within the Hackathon-type events will be a considerable advantage.
- Working knowledge of Romanian language.

G. Technical specifications

This chapter contains the list of requirements, which shall be met by the Bidder. All requirements are Mandatory, hence, not meeting these requirements leads to disqualification of the proposal.

Nr.	Requirement
1.	The proposed solution shall be based on current technological infrastructure managed by NAC and using the same operating system and development frameworks.
2.	Each component/module or any other software part that form "eNotifier" system will be license free or be provided as a life time (perpetual) license to the NAC.
3.	The "eNotifier" system will be compatible with most of the popular browsers (at least with Chrome, Firefox, Opera, Safari and Internet Explorer).
4.	Depending on the device used to access the "eNotifier" system: <ul style="list-style-type: none"> • PC (Web browser); • Tablets; • Mobile phone (mobile web browser). "eNotifier" system shall customize the user interface according to the device's display size (responsive design).
5.	The project implementation shall not take more than seven (7) months up to the technical support stage.
6.	The Supplier will take into account ideas and mock-ups (prototypes) developed during the Hackathon.
7.	The Supplier is expected to support and mentor start-ups and software developers during the Hackathon.
8.	User interface of "eNotifier" system will be available in Romanian language.
9.	"eNotifier" system will have validation instruments (validation rules, filters) to enable the verification of the information entered in terms of their completion and consistency.
10.	"eNotifier" will have a search functionality including but not limited to: <ul style="list-style-type: none"> • Cases structured under a juridical domain according to Error! Reference source not found.; • A combination of date, period of dates and other criteria; • Other search criteria and/or filters defined together by the Beneficiary and the Supplier.
11.	"eNotifier" system shall notify, via email or any other delivery channels agreed with the Beneficiary, all the events related to notification submission.
12.	"eNotifier" system will allow system administrator to: <ul style="list-style-type: none"> — Create a user account [NAC expert]; — Modify user accounts [NAC expert]; The system administrator role will have the following functionality: <ul style="list-style-type: none"> — Administer system' nomenclatures and classifiers;
13.	"eNotifier" system will have the functionality to generate and export reports according to Error! Reference source not found.
14.	The Supplier shall take into account the tentative development plan outlined in section Error! Reference source not found. when planning the development activities of this assignment.

15.	The Supplier shall test the security of the system according to OWASP Top 10 2019 vulnerabilities. The respective output test is to be provided to the Beneficiary.
16.	The Supplier shall run the performance testing in terms of: <ul style="list-style-type: none"> - load testing; - stress testing.
17.	The Supplier will perform and present to the Beneficiary the report of system performance testing outputs.
18.	The Supplier will provide warranty that includes technical support and corrective maintenance during the twelve (12) months after the operational acceptance of the system by the Beneficiary.

H. Implementation schedule

The following table describes a tentative plan to develop the system

	Implementation stages	Installation (weeks from effective date)	Acceptance (weeks from effective date)
1.	Preparation stage	--	W3
2.	Development stage	W3/W4	W6/W7
3.	Deployment stage	W7/W8	W18
4.	Technical corrective support stage	W19	W67

H.1 Preparation stage

	Implementation Sub stages
1	Preparation stage.
1.1	Definition of the project goal.
1.1.1	Support Hackathon
1.1.2	Review of system's functional and non-functional requirements taking into account outputs from Hackathon 2019.
1.2	Development planning.

H.2 Development stage

	Implementation Sub stages
2.	Development stage.
2.1.	Design review.
2.2	Iteration #1
2.2.1	Review of the functional requirements, capture information, notify stakeholders, system administrative functionalities.
2.2.2	Implementation,
2.2.3	Testing.
2.2.4	Evaluation.
2.3	Iteration #2
2.3.1	Review of the functional requirements, draft resolution, reporting functions.
2.3.2	Implementation.
2.3.3	Testing. OWASP Top 10 2019 test output.
2.3.4	Evaluation.
2.4	Final integration of functionalities.
2.4.1	Final solution integration.

H.3 Deployment stage

	Implementation Sub stages
3.	Deployment stage.
3.1.1	Testing of "eNotifier" system on the Beneficiary premises.
3.1.2	Testing of system security on the Beneficiary premises.
3.1.3	Roll out of "eNotifier" system.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁷*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁸)*

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 Services Compliant with TOR and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	Total Prices of service				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Proposed staff meets UNDP requirements as per RFQ & TOR			

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]

⁷ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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. 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.