



Empowered lives.
Resilient nations.

REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 09 August 2019
	REFERENCE: RfQ19/01956

Dear Sir / Madam:

We kindly request you to submit your quotation for Load and stress testing of the SAISE E-Day Application and CEC official website for the General Local Elections, 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 **23 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 0000004205

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-notice/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 service:

Exact Address of Delivery Location	Moldova, Chisinau, str. Alecsandri 119, office 118, EDMITE Project
Latest Expected Delivery Date and Time:	<input checked="" type="checkbox"/> As per Delivery Schedule attached in Annex 1 – Terms of Reference
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.

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Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	<p>23 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"/> Copy of Company's Registration Certificate;</p> <p><input checked="" type="checkbox"/> Note: if the applicant is a foreign entity, it should have local legal subsidiary or have at least one core auditor that is resident of the Republic of Moldova.</p> <p><input checked="" type="checkbox"/> Detailed technical description of the offered services;</p> <p><input checked="" type="checkbox"/> Proven documentation, diplomas and/or basic standard procedures (issued by established certified organizations) for System Security, confirming certification for at least the Security Management Systems ISO/IEC 27001 standard;</p> <p><input checked="" type="checkbox"/> Proposed Project Team with the required academic and professional qualifications;</p> <p><input checked="" type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier);</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> <p style="text-align: right;">IT</p>

Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods
Liquidated Damages	0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ² ; <input checked="" type="checkbox"/> Be a legally registered entity or a consortium of firms; Note: if the applicant is a foreign entity, it should have local legal subsidiary or have at least one core auditor that is resident of the Republic of Moldova. <input checked="" type="checkbox"/> At least five (5) years of proven technical knowledge and experience in designing and providing similar services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Proven experience in the implementation of at least 3 Stress Testing processes <input checked="" type="checkbox"/> Proven documentation, diplomas and/or basic standard procedures (issued by established certified organizations) for System Security, confirming certification for at least the Security Management Systems ISO/IEC 27001 standard; <input checked="" type="checkbox"/> Proposed Project Team with the required academic and professional qualifications; <input checked="" type="checkbox"/> Previous experience in the field of electoral systems will be considered a strong advantage. <input checked="" type="checkbox"/> The Project Team proposed by the bidder should meet the following requirements: <ul style="list-style-type: none"> • Bachelor's degree or higher in ICT • Consistent knowledge of testing mechanisms required in the Terms of Reference • Proven experience in the successful implementation of at least 3 similar projects • Fluency in Romanian language (core staff). For managerial and support staff, the knowledge of English language will be considered an advantage
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"/> Passing Inspection <input checked="" type="checkbox"/> Passing all Testing in accordance with Terms of Reference

² UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

	<input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements
Annexes to this RFQ ³	<input checked="" type="checkbox"/> Terms of Reference (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ⁴	Eva Bounegru - Project Manager, EDMITE Project Eva.Bounegru@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.

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>.

³ Where the information is available in the web, a URL for the information may simply be provided.

⁴ 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.

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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 Suschevici

Denis Suschevici,
Head of Procurement Unit
UNDP Moldova

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TERMS OF REFERENCE

Load and stress testing of the SAISE E-Day Application and CEC official website for the General Local Elections

Project title: Enhancing democracy in Moldova through inclusive and transparent elections

Implementation period: September – November 2019

A. Background

“Enhancing democracy in Moldova through inclusive and transparent elections” (EDMITE Project) is a project that sets the overall goal to achieve an enhanced transparency and inclusiveness of the electoral process in Moldova through a modernized IT system, improved legislation and intensified public participation, addressing the root causes of the current challenges hampering the further development of the democracy and the advancement of the electoral process in the Republic of Moldova.

During 2012-2017, UNDP offered support to the Central Electoral Commission (CEC) in the areas of gender equality and human rights, institutional capacity development, further development and use of the modern and innovative State Automated Information System “Elections” (SAISE), strategic development of the Center for Continuous Electoral Training (CICDE), political party finance legislation implementation and a transparent electoral reform process. Moreover, substantial steps were taken in addressing challenges to the electoral process related to the data quality and data exchange possibilities among key registers owned by different government institutions. Based on the solid results achieved, UNDP continues to support the CEC and CICDE to ensure the finality and sustainability of the previous UNDP interventions through EDMITE Project.

The Project aims to contribute to: (1) achieving a more accurate State Register of Voters (SRV), improving the quality and accessibility data by re-engineering the Civil Status Service systems, fully developing the State Address Register and facilitating data exchange and interoperability between different central public institutions via governmental platform for data exchange MConnect; (2) enhancing the inclusiveness of the electoral process through developing a remote voting tool and adjusting the State Automated Information System “Elections” to keep up with the technical and political developments; (3) legal reform in the area of elections to erase ambiguities and respond to the technical developments; and (4) enhancing political participation of citizens by setting up and implementing the voter information and civic education programs.

The State Automated Information System “Elections” (SAISE) is an informational solution developed to automate the processes of preparing, carrying out, and totalizing elections’ and referendums’ results.

Being conceived from the very start as an information system meant to cover the totality of activity areas of the Central Electoral Commission of the Republic of Moldova, SAISE was widely operated mainly for its function of registering electronically the voters, sending the reports related to the minutes of the precinct electoral bureaus within the organized elections and presenting the preliminary results in real-time by publishing them on the CEC official webpage (www.cec.md).

B. Scope of services and expected outputs

The Project is looking to contract a specialized Company to perform three (3) load and stress tests of the SAISE E-Day Application, CEC official website and E-Day online reporting website (Info Graphs), as follows:

✓ Test no. 1 / Load and stress test of SAISE E-Day Application:

This test is aimed to reproduce the E-Day Application behaviour during the Election Day. In case the problems are identified after Test no. 1 that will involve any changes (including at the architecture level), the test shall be adjusted and repeated in line with the operated modifications/corrections. In total – a minimum of two (2) and maximum of four (4) tests stages are expected to be performed by the Company.

✓ Test no. 2 / Load and stress test of the CEC’s web page (www.cec.md), particularly the reporting page(s):

This second test is aimed to reproduce the workload of the official CEC web page, particularly the reporting page(s), during the Election Day and the following day. If the first and second stages of Test no. 2 will identify any problems, it will be necessary to adjust and repeat the test accordingly. In total – a minimum of two (2) and maximum of four (4) tests stages are expected.

✓ **Test no. 3 / Load and stress test of E-Day online reporting web site (Info Graphs):**

This test is aimed to reproduce the E-Day online reporting website (Info Graphs) during the Election Day. In case if problems are identified after Test no. 3 that will involve any changes (including at the architecture level), the test shall be adjusted and repeated in line with the operated modifications/corrections. In total – a minimum of two (2) and maximum of four (4) tests stages are expected to be performed by the Company. This test will be held/launched in parallel with Test no.1.

Note: These tests shall also identify the best method of tuning the IIS and balancing this type of connections.

Specifically, the Company will have the following responsibilities:

- Create test scenarios for load and stress testing;
- Prepare test environment/ set up load generation and monitoring tools;
- Execute tests/ monitor execution process;
- Provide execution report and suggestions;
- Act on the CEC's requests in 24 hours timeframe (general) and in 2 hours timeframe (for high priority issues).

C. Specific Requirements for Testing

1. Platform for testing

The tests shall be carried out on the platform provided by the Central Electoral Commission within the premises of the CEC. A local network of testing environment will be created for testing and it will be connected to the server infrastructure, accordingly. Design of the architecture will be provided upon request.

The following will be used at the level of technical infrastructure:

Test no. 1:

- 4 to 6 Webservers (ASPX) behind the load balancer
- 2 to 4 MS SQL servers

Testing environment for Test Load generation will be provided by CEC as follows:

- 2 to 6 Virtual Servers with 6 CPUs and 16 GB of RAM with OS Windows Server 2012 Std. preinstalled
- Network flow: internal traffic

Test no. 2:

- 2 NGINX Servers behind the load balancer
- 1x Cluster of DB Servers
- Type of connections flow: combined (external Internet traffic behind the balancer)

Testing environment for Test Load generation will be provided by CEC as follows:

- 2 to 4 Virtual Servers with 6 CPUs and 16 GB of RAM (or more) with OS Windows Server 2012 Std. preinstalled
- Network flow: external – internet traffic

Test no. 3:

- 2 to 4 IIS Web Servers behind the load balancer
- 2 to 4 MS SQL Servers
- Type of connections flow: combined (external internet traffic behind the balancer)

Testing environment for Test Load generation will be provided by CEC as follows:

- 4 to 8 Virtual Servers with 6 CPUs and 16 GB of RAM (or more) with OS Windows Server 2012 Std. preinstalled
- Network flow: external – internet traffic

2. Software recommended for testing

- Load generation tool for Test no. 1,2 and 3: Apache Jmeter

Note: these tools are best suitable and available in opensource format, based on CEC's prior experience and knowledge of the CEC IT personnel.

- Monitoring tools: Standard Windows tools or other related tools (e.g. PERFMON, Zabbix, etc.)

Note: these tools shall be accordingly configured by the Company, in collaboration with the CEC on the existing monitoring platforms.

3. Testing mechanism and used scenarios

Test no. 1:

The following test types/ test scenarios have been identified:

- Main Load Test - to be run for 14 hours with a varied load during the day

Note: it is required to maintain a high number of open sessions (4,400) with a various number of requests generated (average of 300 requests per second).

- Stress Test - to be run for 2 hours (average 500 requests per second)
- 2-3 Tests for E-Day Report sending - each lasting 15-20 minutes for 2,200 user sessions
- 2-3 Tests for Logins (peak/ normal test) - each lasting 15-20 minutes
- 2-3 Tests for Logouts (peak/ normal test) - each lasting 15-20 minutes

Test cases to be used for Test no. 1:

Case 1 “search of IDPN and vote”:

- Navigate to data entry page, enter full IDPN and start search. In case of successful search, press a button “A” (button name to be defined)
- Navigate to data entry page, enter full IDPN and start search. In case of unsuccessful search, press a button “B” (button name to be defined)
- Navigate to data entry page, enter incomplete IDPN and start search. Select from the available options and press button “A”
- Navigate to data entry page, enter invalid (non-existent) IDPN and start search. In case of unsuccessful search, press a button “B” (button name to be defined)
- Navigate to reporting page and send a report.

The workload model for Case 1 will assume:

- Average load on citizens search – 500 requests per second (or 500 requests per second for stress test)
- At the beginning of the day 4,400 clients will be logging in within 30 minutes timeframe
- At the end of the day 2,200 clients will be sending reports (within 15 minutes)
- At the end of the day 2,200 clients will be logging off in parallel with another 2,200 sending reports (within 15 minutes)
- During the day sporadic logins/logouts will be generated to emulate lunch break

Case 2 “send the report”:

- Navigate to Data entry page
- Select type of elections
- Fulfil tabs randomly (data input model will be provided)
- Click button “A” for check the correction of data
- Click button “B” for sending the data

The workload model for Case 2 will assume:

- Average load on input the data - 500 requests per second (or 500 requests per second for stress test)
- 2,200 authorized users will be sending the reports (within 8 to 15 minutes)
- During the test, sporadic logins/logouts will be generated to emulate log out/log in requests

Test no. 2:

The following test types/ test cases have been identified:

- Main Load Test - to be run for 16 hours with the peak load of 80,000 users having total of 80,000 \pm 18,000 established connections during these 16 hours;

Note: The step-up number of the connected users will be established before and/or during the preparation of the test's scripts.

- Stress Test - to be run for 2 hours with an average of 11-14 connected users per second (established connections)

Test cases to be used for Test no. 2:

Case 1:

- Navigate to home page
- Click menu "A" of the web page
- Click button "A" (button name to be defined) – connection is established
- Each user within 6-8 minutes, randomly press refresh button
- Press again Button "A" (button name to be defined)

Case 2:

- Navigate to data entry page
- Select type "B" of the report for viewing
- Press Button "A" (button name to be defined) – connection is established
- Within 2-3 minutes, randomly press refresh button
- Press again Button "A" (button name to be defined)

Test no. 3:

The following test types/ test cases have been identified:

- Main Load Test - to be run for 16 hours with the peak load of 80,000 users having total of 80,000 \pm 18,000 established connections during these 16 hours

Note: The step-up number of the connected users will be established before and/or during the preparation of the test's scripts.

- Stress Test - to be run for 2 hours with an average of 11-14 connected users per second (established connections)

Test cases to be used for Test no. 3:

Case 1:

- Navigate to data entry page
- Select type "A" (click on button) of the page report for viewing
- Press Button "A" (button name to be defined) – connection is established
- Each user within 6-8 minutes, randomly press refresh button

- Press again Button “A” (button name to be defined)

Case 2:

- Navigate to data entry page
- Select type “B” of the report for viewing
- Press Button “A” (button name to be defined) – connection is established
- Within 2-3 minutes, randomly press refresh button
- Press again Button “A” (button name to be defined)

D. Key deliverables and tentative timetable

N o	Key deliverables	Tentative deadline
1.	<ul style="list-style-type: none"> ▪ Load and Stress Test No. 1 and 3 performed; ▪ Brief Report of the tests’ results shall include, but not limited to: <ul style="list-style-type: none"> • Result synthesis, • List of identified deficiencies, • Recommendations for amending the applications and/or its infrastructure of the E-Day Application and E-Day online reporting web site (Info Graphs). 	by 08.10.2019
2.	<ul style="list-style-type: none"> ▪ Load and Stress Test No. 2 performed; ▪ Brief Report of the tests’ results shall include, but not limited to: <ul style="list-style-type: none"> • Result synthesis, • List of identified deficiencies, • Recommendations for amending the CEC’s web page and/or its infrastructure. 	by 18.10.2019
3.	<ul style="list-style-type: none"> ▪ Final Activity Report – developed and approved by the CEC and Project; ▪ One Summary Report on test results of Tests no.1, 2 and 3 developed and submitted for approval to the CEC and Project. The Report shall include, but not limited to: <ul style="list-style-type: none"> • Result synthesis, • List of identified deficiencies, • Recommendations for amending the applications and/or its infrastructure of: E-Day application (test no.1), CEC’s web page (test no.2). E-Day On-Line reporting web site (Info Graphs) (test no.3). 	by 22.10.2019
4.	<ul style="list-style-type: none"> ▪ Testing scripts for all stages, as well as Virtual Machines created for the testing environment (with technical description on steps to be undertaken for future testing purposes) developed and approved by the CEC and Project. 	by 22.10.2019

E. Confidentiality statement

All data and information offered by the UNDP Project and CEC for the purpose of this assignment must be treated with confidentiality and must be used only for the purpose of activities stipulated by these Terms of Reference. All intellectual property rights that arise from the implementation of these Terms of Reference are attributed to UNDP. The content of materials obtained and used during the period of the contractual assignment cannot be disclosed to any third party without the written consent of the UNDP Project.

F. Required qualifications of the Company

Interested bidders should meet the following institutional requirements:

- Be a legally registered entity or a consortium of firms;
Note: if the applicant is a foreign entity, it should have local legal subsidiary or have at least one core auditor that is resident of the Republic of Moldova.
- At least five (5) years of proven technical knowledge and experience in designing and providing similar services;

- Proven experience in the implementation of at least 3 Stress Testing processes;
- Proven documentation, diplomas and/or basic standard procedures (issued by established certified organizations) for System Security, confirming certification for at least the Security Management Systems ISO/IEC 27001 standard;
- Proposed Project Team with the required academic and professional qualifications;
- Previous experience in the field of electoral systems will be considered a strong advantage.

The Project Team proposed by the bidder should meet the following requirements:

- Bachelor's degree or higher in ICT
- Consistent knowledge of testing mechanisms required in the Terms of Reference
- Proven experience in the successful implementation of at least 3 similar projects
- Fluency in Romanian language (core staff). For managerial and support staff, the knowledge of English language will be considered an advantage

G. Institutional arrangements

The Company shall fulfil its contractual assignments under the guidance and direct coordination of the Informational Technology and Electoral List Management Department of the Central Electoral Commission, and under the supervision of the UNDP Senior Project Officer.

The Central Electoral Commission will provide the Company with access to information and materials necessary for the fulfilment of the envisaged tasks (including requirements, user stories and access to analysts for implementation questions; and system architecture/ guidelines or preferences in implementation patterns). The EDMITE Project will provide administrative and logistic support, including for organizing the necessary meetings.

Deliverables (including report and testing scripts of the testing stages) will be approved by the designated CEC representative and UNDP Project. All documentation related to deliverables shall be provided by the Company in Romanian language.

Payments will be done in multiple tranches, upon presenting and approving the deliverables, as well as the activity report. Unit prices shall be **exclusive of VAT**.

H. Timeframe

Contractual assignments shall be initiated not later than the 2nd September 2019 and shall be fully completed not later than the 1st of November 2019.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁵*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁶)*

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. **RfQ19/01956**:

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

Item No.	Description/Specification of Service	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	Total Prices of Services				
	Add : Cost of Transportation				
	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			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			

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]

⁵ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁶ 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.