#### **United Nations Development Programme**



# **REQUEST FOR QUOTATION (RFQ)**

NAME & ADDRESS OF FIRM:	DATE: 10 September 2020	
	REFERENCE: RfQ-20/02126	

Dear Sir / Madam:

We kindly request you to submit your quotation for **Development of Gamification Services**, 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 **25 September 2020, 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: 0000007108** 

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

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:

Exact Address of Delivery Location (identify all, if multiple)	☑ As per Technical Specifications and Requirements (Annex 1)
Latest Expected Delivery Date	☑ As per paragraph E: Deliverables and estimated timeframe of the
and Time	Technical Specifications and Requirements (Annex 1)

	⊠Required		
Delivery Schedule	<b>NOTE:</b> Proposed timeline for completion of services shall include all indicative dates for deliverables as outlined in Technical Specifications and Requirements (Annex 1) and a plan for meeting these and any additional deadlines.		
Preferred Currency of Quotation <sup>1</sup>	⊠United States Dollars		
Value Added Tax on Price Quotation <sup>2</sup>	☑ Must be exclusive of VAT and other applicable indirect taxes		
After-sales services required	☑ Warranty / Technical support and corrective maintenance during nine (9) months after the operational acceptance of the Game by the Beneficiary		
	25 September 2020, 16:30 (Moldova local time)		
	<b>IMPORTANT NOTE:</b> the time zone indicated in the Tendering system is New York Time zone.		
Deadline for the Submission of Quotation	PLEASE NOTE:  1. Date and time visible on the main screen of event (on etendering 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.  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.		
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<ul><li>☑ English</li><li>☑ Others: Romanian or Russian</li></ul>		
	☑ Electronic submission of Proposal  https://etendering.partneragencies.org		
Documents to be submitted	Username: event.guest Password: why2change		
	Please note:  1. 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.		

<sup>&</sup>lt;sup>1</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. C.onversion 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.

<sup>&</sup>lt;sup>2</sup> This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

	2. You can participate in the proposal event only if you have				
	registered in the system.				
	☐ Duly Accomplished Form as provided in Annex 2, and in				
	accordance with the Technical Specifications and Requirements in				
	Annex 1;				
	☐ ⊠ Company profile, including detailed portfolio/previous				
	corporate experience in similar related to the project's assignments				
	as outlined in Technical Specifications and Requirements (Annex 1);				
	□ Copy of Company's Registration Certificate;				
	□ Detailed technical description of the offered services and				
	proposed technologies;				
	$oxed{oxed}$ Proposed timeline for completion of services, including all				
	indicative dates for deliverables as outlined in Technical				
	Specifications and Requirements (Annex 1) and a plan for meeting these and any additional deadlines;				
	☐ The list of Key Personnel, including CVs and accreditation				
	certificates (if the case). Relevant experience shall be duly stated in				
	the attached CVs. Additional supporting documents may be				
	required;				
	☐ Latest Audited Financial Statement (Income Statement and				
	Balance Sheet) including Auditor's Report for the past three (3)				
	years;				
	☑ Statement of Satisfactory Performance from the Top 2 Clients in terms of Contract Value for the past three (3) years;				
	✓ Written Self-Declaration of not being included in the UN Security				
	Council 1267/1989 list, UN Procurement Division List or other UN				
	Ineligibility List.				
	⊠ 90 calendar days				
David of Validity of Overton					
Period of Validity of Quotes starting the Submission	In exceptional circumstances, UNDP may request the Vendor to				
Deadline Date	extend the validity of the Quotation beyond what has been initially				
Deddine Date	indicated in this RFQ. The Proposal shall then confirm the extension				
	in writing, without any modification whatsoever on the Quotation.				
Partial Quotes	⊠ Not permitted				
Payment Terms	☐ Upon submitted and accepted deliverables				
Liquidated Damages	0.5% of contract for every day of delay, up to a maximum duration				
	of 1 (one) calendar month. Thereafter, the contract may be				
	terminated.     Image:				
	(according to Annex 1) and lowest price3;				
	Be legally registered entity or a consortium of				
Evaluation Criteria	firms/organizations (NGOs);				
	☐ At least three (3) years of experience in providing Gamification				
	Services (game development);				

<sup>&</sup>lt;sup>3</sup> 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.

- At least three (3) assignments in developing games, using Javascript Gaming Engines (code snippets of at least 5000 rows from own projects should be provided);
- ☑ At least one (1) assignment in developing social/educational projects;
- ☑ Minimum average annual turnover of USD 30,000 for the past three (3) years;
- ☑ Full acceptance of the PO/Contract General Terms and Conditions;
- ⊠ Submission of the CVs of the proposed Key Personnel, demonstrating the following minimum requirements:

# A. One (1) Team Leader / Technical Coordinator:

- ☑ University degree in ICT field, with at least five (5) years of proven experience in software development industry (relevant references will be provided);
- ☑ Proven experience as Team Leader / Technical Coordinator in Game Development Projects (at least three (3) completed assignments), including description of projects, taken approach, used technologies, working methods;
- At least one (1) assignment in developing social/educational projects;
- ☑ Working knowledge of Romanian language.

#### B. Two (2) Software Developers:

- ☑ University degree in ICT field, with at least three (3) years of experience in developing interactive software applications and Games;
- ☑ Proven professional experience with developing/customizing games (minimum two (2) completed assignments), with detailed description on used technology stack, integration framework, quality and performance attributes relevant to the current project;
- ⊠ Experience on a HTML5 / Javascript gaming engine framework (Pixi, Phaser, Stage.js or other), minimum two (2) assignments proved by own code snippets of at least 5000 rows;
- ☑ Working knowledge of Romanian or Russian language.

# C. One (1) Designer / Art coordinator (Graphical, Animation, Sound effects):

- At least three (3) years of experience in designing games or animation;
- ☑ Proven professional experience with full-cycle developing/customizing games (minimum two (2) completed assignments), with project description, ways of working and current project status;

	⊠ Working knowledge of Romanian or Russian langua					
	NOTE: All CVs shall be presented as outlined in Paragraph G of					
	the Technical Specifications and Requirements (Annex 1),					
	including information on:					
	- Anticipated role and level of participation in the project;					
	- Previous experience relevant to the assigned role in the project;					
	- Education, training and certification details;					
	- Contact information (name, title, organization, mailing address, -					
	phone, and email) for a minimum of three business references;					
	- Linguistic skills.					
UNDP will award to:	□ One and only one supplier					
Type of Contract to be Signed	□ Purchase Order					
Type of Contract to be signed	☐ Other Type/s of Contract: Contract for Goods and Services					
Special conditions of Contract	☐ ☐ Cancellation of PO/Contract if the delivery/completion is					
Special conditions of Contract	delayed by one (1) calendar month					
Conditions for Release of	☐ Written Approval and Acceptance of Deliverables by UNDP					
Payment	based on full compliance with RFQ requirements					
	☐ Technical Specifications and Requirements (Annex 1)					
	□ Form for Submission of Quotation (Annex 2)					
	☐ General Terms and Conditions / Special Conditions (Annex 3)					
	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐					
	password. Interested vendors shall request the password for the					
Annexes to this RFQ <sup>4</sup>	encrypted Game Design Document through an e-mail addressed to					
	<u>cristina.gnaciuc@undp.org</u> .					
	Non-acceptance of the terms of the General Terms and Conditions					
	(GTC) shall be grounds for disqualification from this procurement					
	process.					
	Olga Crivoliubic, Project Manager / Curbing Corruption by					
	Sustainable Integrity in the Republic of Moldova Project					
	E-mail address: olga.crivoliubic@undp.org					
Contact Person for Inquiries						
(Written inquiries only) <sup>5</sup>	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.

 $<sup>^4</sup>$  Where the information is available in the web, a URL for the information may simply be provided.

<sup>&</sup>lt;sup>5</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Any 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: <a href="http://www.undp.org/procurement/protest.shtml">http://www.undp.org/procurement/protest.shtml</a>.

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: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>.

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Denis Suscherici

Denis Suschevici, Head of Procurement Unit

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# **Technical Specifications and Requirements**

# A. Project Title

"Curbing Corruption by Building Sustainable Integrity" Project

## **B.** Project Background and rationale

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, including lack of mechanisms for enforcing integrity standards in private sector; and weak anticorruption demand-side explained by the limited awareness of men and women on the available anticorruption tools to be used and on the means of protection in the event of denunciation of corruption.

The NIAS focuses on eight pillars of the <u>National Integrity System</u>: i) parliament; ii) government, public sector and local government; iii) justice and anti-corruption authorities; iv) central electoral commission and political parties; v) court of accounts; vi) people's advocate; vii) private sector; viii) civil society and the media. The National Anticorruption Centre exercises the role of the Secretariat of the NIAS and is responsible for the coordination of its implementation, monitoring and evaluation.

The Curbing Corruption by Building Sustainable Integrity in Moldova project (further the Project), will support the National Anticorruption Center (NAC) in strengthening the anticorruption demand-side through civic education and awareness campaigns explaining the basic concepts of the corruption phenomenon, the ways of reporting corruption and engaging in corruption prevention activities. To make anticorruption education more attractive for young people the Project intends to develop an anticorruption on-line game using the entertainment value of games to bring about a positive behavioral change. Such innovative tool combining education and entertainment could be more effective in promoting the spirit of zero tolerance to corruption among young men and women.

In this context, the Project seeks a company to support the development of an On-line Anticorruption Game.

#### C. Scope of Service, Expected Outputs

**Main objective of the service** is to support the process of development of an On-line Game Application (Gamification Services) **based on the existing Game Design Document attached\*.** The

internet and mobile-based game will target young people (14 to 30 years old) around the country, providing them with an opportunity to test their knowledge on the phenomenon of corruption and on possible anticorruption solutions.

The goal of the game is to educate and help young men and women to understand and learn about different forms of corruption, various roles of different stakeholders engaged in the fight against corruption and possible solutions to prevent corruption. The game will stimulate youngsters to reflect on the need for their proactive engagement in the prevention of corruption. This reflection will allow young people to identify their own values and behaviors. They will focus on personal and societal integrity values, define them for themselves, and learn about values and moral concepts which can impact the national effort to fight corruption and build an integrity climate in the society.

The On-line Game Application, at the end, should lead to the achievement of the following objectives:

- To improve youth knowledge about the corruption phenomenon and its various forms, about the institutions responsible for fighting and preventing corruption and the existing anticorruption tools;
- To raise awareness on the available anticorruption tools applied in Moldova and on the means of protection in the event of denunciation of corruption;
- To acknowledge the importance of refusing to pay or accept bribes, illegal fees or gifts; reporting incidences of corruption to the authorities; demanding easy access and information on public services;
- To stimulate personal development of young people (such as integrity values, courage, self-confidence, creativity, motivation, sense of responsibility, etc.).

# Scope of work:

The Service provider has to carry out the following tasks and activities in the course of work:

- 1. Develop the on-line game based on the attached Game Design Document (GDD) containing the title, theme, goal, game mechanism (rules), narrative/story progression, challenges, the art style, music and sounds description, technical description, the artwork/screenshots of the prototype and the textual anti-corruption content for the game. Abiding by the general concept of the online game, the Service Provider will provide additional recommendations to ensure attractive and user-friendly graphic elements and features of the game.
- 2. Organize and facilitate at least 4 testing sessions (on-line or off-line) engaging future players to identify errors and provide suggestions for the game. At least 1 focus-group will be organized with the anticorruption volunteers designated by the Contractor (up to 20 persons). Users will test the game and based on their feed-back, the game will be accordingly modified.
- 3. Organize one testing session with the NAC and the Project, collect and address feedback and validate the Game.
- 4. Deploy the game on the Beneficiary's (NAC) web resource, participate in the public presentation of the game and contribute to the dissemination of the game.
- 5. Provide 9 (nine) months of the maintenance for the game as it is live.

\* Interested vendors shall request the password for the encrypted Game Design Document through an e-mail addressed to <a href="mailto:cristina.gnaciuc@undp.org">cristina.gnaciuc@undp.org</a>.

The entire assignment is to be finalized not later than 30 June, 2021.

# **D.** Institutional Arrangement

The Contractor will work under the guidance of and in close cooperation with the UNDP Project and with the delegated staff from NAC for both substantive and administrative aspects of the assignment.

The Contractor will follow the agreed upon time schedule and will be accountable for the delivery of quality outputs to the Project Manager, who will approve contractor's deliverables, after coordination with the NAC delegated staff.

#### E. Deliverables and estimated timeframe

Deliverables	Description		
1. On-line game	The on-line game developed based on the Game Design	By 10	
developed	Document attached. Game presented to and tested by	November	
	the Project and NAC. Necessary adjustments operated	2020	
	and validated.		
2. Focus-group	At least 4 testing focus-groups engaging future players	By 25	
testing conducted	(including anticorruption volunteers) conducted.	November	
	Feedback collected and necessary modifications	2020	
	operated.		
3. Game validated	Game validated by the Project and NAC; deployed on the	By 05	
and deployed	premises	December	
		2020	
4. Game launched	Game presented and launched in a public event	By 15	
in a public event	organized by UNDP	December	
organized by UNDP	NDP		
5. Maintenance	Maintenance provided for the first 9 (nine) months after	By 30 June	
provided	the game goes live.		

#### F. 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.

No.	Requirement
1.	The proposed solution will be based on modern web technologies, including HTML5 /
1.	Javascript game engine, backend framework and database
2.	The solution will be hosted on NAC premises (with link and icon on www.cna.md)
3.	Each component/module or any other software part that form the game will be license
5.	free or be provided as a life-time (perpetual) license to the NAC
1	The Game will be compatible with most of the popular browsers (Chrome 11+, Firefox 10+,
4.	Opera 12+, Safari 2.0+, IE 11+, Edge)
	The game will provide a responsible / adaptive use interface to be used on:
5.	Large screens (720p and up)
٥.	Medium screens (480p – 720p)
	Small screens (up to 480p)
6.	The game will contain a soundtrack, and also audio action effects (to be developed by the
Ü.	selected bidder)

7.	User interface of the Game will be available in Romanian language.
	The Game will generate results/offer a status to the participant and will allow the
8.	participant to automatically share his/her results (the acquired status) on social media
	(Facebook, etc.) and in this way invite other players to play the game.
9.	The Game shall notify, via email or any other delivery channels agreed with the Beneficiary,
<i>J</i> .	all statistics and feedback submitted by the players.
	A back-office panel should be developed, with a secured access for the Game
	administrator.
	The Game administrator role will have the following functionality:
	<ul> <li>Add and replace questions;</li> </ul>
10.	Correct texts in frames, such as Instructions (How to play, Messages in case of win,
	Messages in case of defeat etc.)
	— Generate and visualize Game statistics;  Activate (depositivate the group)
	<ul> <li>Activate/deactivate the game.</li> </ul>
11.	The questions will be assigned randomly to users
12.	The Supplier shall test the security of the system according to OWASP Top 10 2019
12.	vulnerabilities. The respective output test is to be provided to the Beneficiary.
	The Supplier shall run the performance testing in terms of:
13.	- load testing;
	- stress testing.
14.	The Supplier will perform and present to the Beneficiary the report of the game performance testing outputs.
15.	At the first load, the game should cache all the assets, each subsequent reload will be very
13.	fast
16.	All the source code of the game will be delivered as a private git repository, containing
10.	README.md with all the required information about running the project
	The CI build script will be provided, that will produce all the required artefacts for running
17.	the project. All the dependencies should be fetched at the build stage and not be
	embedded into the source code.
10	The Supplier will provide warranty that includes technical support and corrective
18.	maintenance during nine (9) months after the operational acceptance of the Game by the
	Beneficiary.

#### **G.** Qualifications of the Successful Service Provider at Various Levels

Bidders should enclose a résumé for each person anticipated to be assigned to the project and should include specific information on staff experience and roles. Bidders agree that named staff will participate in the project at the level and duration specified unless agreement is provided in writing by the Programme to allow substitutions.

Résumés of key project personnel must be included in the offer, résumés for other personnel may be included as deemed applicable by the Bidder. Descriptions of subcontractor staff members, if applicable, should follow the format utilized for the Bidder organization. The résumés submitted for project personnel should be detailed and comprehensive. Specifically, résumés should include:

- Anticipated role and level of participation in the project;
- Previous experience relevant to the assigned role in the project;
- Education, training and certification details;

- ➤ Contact information (name, title, organization, mailing address, phone, and email) for a minimum of three business references;
- > Linguistic skills.

Bidders should describe, in detail, their previous corporate experience in similar assignments, if any. This section should include the corporate experience as well as the role of any subcontracted organization(s) indicated in the Bidder's proposal. Descriptions of subcontractor staff members, if applicable, should follow the format utilized for the Bidder organization. The Project retains the right to accept or reject all proposed project personnel and to ask for replacement of the Project staff, as necessary.

# The Service Provider should meet the following minimum qualifications criteria which make the applicant eligible for this assignment:

- Be a legally registered entity or a consortium of firms/organizations (NGOs);
- At least three (3) years of experience in providing Gamification Services (game development);
- At least three (3) assignments in developing games, using Javascript Gaming Engines (code snippets **of at least 5000 rows** from own projects should be provided)
- At least one (1) assignment in developing social/educational projects;
- Minimum average annual turnover of USD 30,000 for the past three (3) years.

#### **Qualification of the Team members:**

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

- 1x Team Leader/ Technical Coordinator;
- 2x Software Developers;
- 1x Designer / Art coordinator (Graphical, Animation, Sound effects).

#### Minimum requirements for the **Team Leader / Technical Coordinator** position:

- University degree in ICT field, with at least five (5) years of proven experience in software development industry (relevant references will be provided);
- Proven experience as Team Leader / Technical Coordinator in Game Development Projects (at least three (3) completed assignments), including description of projects, taken approach, used technologies, working methods;
- At least **one (1) assignment** in developing social/educational projects;
- Working knowledge of Romanian language.

#### Minimum requirements for **Software Developer** positions:

- University degree in ICT field, with at least three (3) years of experience in developing interactive software applications and Games;
- Proven professional experience with developing/customizing games (minimum two (2) completed assignments), with detailed description on used technology stack, integration framework, quality and performance attributes relevant to the current project;
- Experience on a HTML5 / Javascript gaming engine framework (Pixi, Phaser, Stage.js or other), minimum two (2) assignments proved by own code snippets of at least 5000 rows;
- Working knowledge of Romanian or Russian language.

Minimum requirements for **Designer / Art coordinator (Graphical, Animation, Sound effects)** position:

- At least three (3) years of experience in designing games or animation;
- Proven professional experience with full-cycle developing/customizing games (minimum two (2) completed assignments), with project description, ways of working and current project status;
- Working knowledge of Romanian or Russian language.

Each Bidder shall provide the following information and documents within its Quotation:

- Company profile, including detailed portfolio/previous corporate experience in similar related to the project's assignments;
- Copy of Company's Registration Certificate;
- Detailed technical description of the offered services and proposed technologies;
- Proposed timeline for completion of services, including all indicative dates for deliverables and a plan for meeting these and any additional deadlines;
- The list of Key Personnel, including CVs and accreditation certificates (if the case). Relevant
  experience shall be duly stated in the attached CVs. Additional supporting documents may
  be required;
- Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three (3) years;
- Statement of Satisfactory Performance from the Top 2 Clients in terms of Contract Value for the past three (3) years;
- Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.

**Note:** Proposed timeline should include all indicative dates for deliverables as outlined above and a plan for meeting these and any additional deadlines.

Proven commitment to the core values of the United Nations, in particular, respecting differences of culture, gender, religion, ethnicity, nationality, language, age, HIV status, disability, and sexual orientation, or other status.

UNDP Moldova is committed to workforce diversity. Women, persons with disabilities, Roma and other ethnic or religious minorities, persons living with HIV, as well as refugees and other non-citizens legally entitled to work in the Republic of Moldova, are particularly encouraged to apply.

# FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>6</sup>

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>7</sup>)

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. RfQ-20/02126:

Currency of the quotation: <u>USD</u>

#### **Table 1: Summary of Overall Prices**

Category of Costs	Amount(s), excl. VAT
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
All-Inclusive Price Quotation, excl. VAT	

#### **Table 2: Breakdown of Professional Fees**

Name	Position	Fee Rate, excl. VAT	No. of Days/months/hours	Total Amount, excl. VAT	
		Α	В	C=A+B	
In-Country					
Home Based					
	· · · · · · · · · · · · · · · · · · ·				

#### **Table 3: Breakdown of Other Costs**

Description	Unit of Measurement		Unit Price, excl. VAT	Total Amount, excl. VAT	
(please specify)					
	:	<b>Subtotal Othe</b>	r Costs, excl. VAT:		

<sup>&</sup>lt;sup>6</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>&</sup>lt;sup>7</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	Latest Delivery Date	Time (person days)	Professional Fees, excl. VAT	Other Costs, excl. VAT	Total, excl. VAT
On-line game developed					
Focus-group testing conducted					
Game validated and deployed					
Game launched in a public event organized by UNDP					
Maintenance provided					
All-Inclusive Price Quotation, excl. VAT					

Table 5: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time			
Validity of Quotation – 90 calendar days			
Warranty and After-Sales Requirements: Warranty / Technical support and corrective maintenance during nine (9) months after the operational acceptance of the Game by the Beneficiary			
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]

# **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.
- 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.

# **Game Design Document**

Attached as a separate encrypted document.

Interested vendors shall request the password for the encrypted Game Design Document through an e-mail addressed to <a href="mailto:cristina.qnaciuc@undp.org">cristina.qnaciuc@undp.org</a>.