

Request for Proposal (RFP)

Ref. no. 2009-10-02-6

Date: 2 October 2009

Dear Sir/Madam,

Subject: RFP for development of web-site for the Central Electoral Commission of Moldova

- 1. You are requested to submit a proposal for the development of web-site for the Central Electoral Commission of Moldova, as per enclosed Terms of Reference (TOR).
- 2. To enable you to submit a proposal, attached are:

i.	Instructions to Offerors	(Annex I)
ii.	General Conditions of Contract	(Annex II)
iii.	Terms of Reference (TOR)	(Annex III)
iv.	Proposal Submission Form	(Annex IV)
v.	Price Schedule/Financial Proposal	(Annex V)

3. Your offer comprising of technical proposal and price schedule/financial proposal, <u>in separate sealed</u> <u>envelopes</u>, marked with **"RFP: CEC web-site"** should reach the UNDP office no later than **30 October 2009**, **16:30**, local time.

Offers can be submitted either in hard copy or electronically.

a) Documents/offers in hard copy need to be addressed to:

UNDP Moldova,

131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova Attention: Registry Office/Procurement

b) Offers sent electronically need to be addressed to the following e-mail address: <u>tenders-Moldova@undp.org</u>

Offers shall be clearly marked with "RFP: CEC web-site"

Contact person for clarifications: Veaceslav Balan, Electoral Support to Moldova Project Manager (veaceslav.balan@undp.org)

UNDP Moldova will organise on its premises a pre-bidding conference on 13 October 2009 at 11:00. Representatives of all interested applicants are invited to attend. To confirm participation, please, send a message to <u>veaceslav.balan@undp.org</u> by COB 12 October 2009.

- 4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
- 5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely, Matilda Dimovska

Deputy Resident Representative

Instructions to Offerors

- A. Introduction
- 1. General

The purpose of this Request for Proposal (RFP) is to solicit proposals from the qualified companies for development of the web-site for the Central Electoral Commission of Moldova – <u>www.cec.md</u>.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

- **B.** Solicitation Documents
- 3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

- C. Preparation of Proposals
- 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form (Annex IV);
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule/financial proposal, completed in accordance with clauses 9 and 10 (Annex V).
- 8. Operational and technical documentation

The operational and technical part of the Proposal shall contain the following documents:

- Company & staff profile, including company's litigation and arbitration history;
- The set of documents demonstrating that the legal entity or grouping of such entities (consortia) possesses:
 - ° At least 2 years of proven technical knowledge and experience in relevant fields;
 - ^o Trained and qualified (certified) staff;
 - Proven experience in conducting similar works (minimum 2 similar implemented projects references to be attached);
 - [°] Experience in working with government organizations / public international organizations, particularly with UNDP, in similar projects is a strong advantage;
 - [°] Availability of state license to perform project activity.
- Company's staff scheme with one-line description of major functions and employment status (full-time, part-time, subcontracted);
- Company's portfolio regarding successfully implemented similar assignments;
- Company's statement regarding its overall documented budget for the past 2008 year;
- Copy of registration certificate;
- Work-plan and approach (detailed description of activities, timeline, agenda);
- Assignment management plan, describing who and how will manage and coordinate the envisaged activities;
- CVs of staff proposed for implementation of this project and their role;
- Other relevant documents.

<u>Please take a careful look at the Technical Proposal Evaluation table (below) and please describe in detail in</u> your submitted documents all the aspects, which will serve as the basis for technical evaluation of your proposal.

9. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be dearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

10. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule/Financial Proposal, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

11. Proposal currencies

All prices shall be quoted in US Dollars and shall be exclusive of VAT.

12. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

13. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

14. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

- **D.** Submission of Proposals
- **15.** Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

- (a) The outer envelope shall be:
- addressed to -

UNDP Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova Attention: UNDP Registry Office/Procurement

and,

• marked with –

"RFP: CEC web-site"

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Operational and technical documentation*) and in Clause 9 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule/financial proposal duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

(c) In case of electronic submission, the Offeror shall send two messages by e-mail to the following address: tenders-Moldova@undp.org

The first e-mail message shall contain the information specified in Clause 8 (*Operational and technical documentation*) and Clause 9 (*Proposal form*) above and shall have the following subject: "**Technical Proposal for RFP: CEC web-site**". The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: "**Financial Proposal for RFP: CEC web-site**".

Important Note for Offerors submitting proposals in electronic format/via e-mail.

Having prepared the Proposal in paper format as specified in Clause "D. Submission of Proposals" hereof, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. The Subject line of the E-mail(s) should state: "**Technical Proposal for RFP: CEC web-site**" and separate e-mail "**Financial Proposal for RFP: CEC web-site**" and separate e-mail "**Financial Proposal for RFP: CEC web-site**" - DO NOT OPEN IN ADVANCE. The opening of the financial proposal must be secured with the password protected ZIP archive by the Offeror, which will be given to the procuring UNDP entity upon its request after the completion of the technical proposals evaluation.

To assist procuring UNDP entity in the assurance of transparency, it is recommended that, prior to sending the Email(s), Offerors should open "Options", then "Voting and Tracking Options" and select

"Request a delivery receipt for this message" AND "Request a read receipt for this message". This option path is for Microsoft Office Outlook software. Other software should offer similar options, although the path and wording might be somewhat different.

16. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address or e-mail address specified under clause *Sealing and marking of Proposals* no later than **30 October 2009**, **16:30**, local time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

18. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

- E. Opening and Evaluation of Proposals
- **19.** Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

20. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

21. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its

Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

22. Evaluation and comparison of proposals

A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price schedule/ financial proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 600 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and the Instructions to Offerors.

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The **cumulative analysis scheme** will be applied with a total score being obtained upon the combination of weighted technical and financial attributes. An Offeror's response to the solicitation document is evaluated and points are attributed based on how well they meet the defined desirable criteria. Cost under this method of analysis is rendered as an award criterion, which will be 40% out of a total score of 1000 of all the desirable factors of the RFP. The contract will be awarded to the offeror obtaining the highest cumulative score. The following formula will be applied in calculating the cumulative score:

$$B = T + \frac{C_{low}}{C} \times 400,$$

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where

T – is the total technical score awarded to the evaluated proposal;

C – is the price of the evaluated proposal; and

 C_{low} – is the lowest of all evaluated proposal prices among responsive proposals.

1 ecn	enical Evaluation Crueria								
	Summary of Technical Proposal	Points		Company / Other Entity					
Evaluation Forms		Score Weight Obtain	Obtainable	Α	В	C	D	I	
1.	Expertise of Company / Organization submitting Proposal	27,5%	165						
2.	Proposed Work Plan and Approach	47,5%	285						
3.	Personnel	25%	150					Ī	
		Total	600					Γ	

Technical Evaluation Criteria

Evaluation forms for technical proposals follow. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal Form 2: Proposed Work Plan and Approach

Form **3**: Personnel

	nical Proposal Evaluation	Max. points	Company / Other Entity					
Form	1	obtainable	А	В	С	D	Е	
Expe	rtise of firm / organization submitting proposal							
1.1	Reputation of Organization and Staff	40						
	(Competence / Reliability)							
	Including general aspects with regard to	30						
	Reputation of Organization and Staff							
	Including Litigation and Arbitration history	10						
1.2	General Organizational Capability	45						
	Amount of full-time staff in the organization: up to 3	10						
	staff – 1 point, each additional staff over $3 - (+1)$							
	point) up to a maximum of 10 points							
	Amount of full-time staff specialized in dealing with	10						
	the web-site development tasks, each such staff $(+1)$							
	point) up to a maximum of 10 points							
	Intended subcontracting of the work under the	10						
	assignment:							
	- No subcontracting – 10 points;							
	- Each 10% of the assignment work							
	subcontracted – (-1 point).							
	Organization of the applying vendor:	5						
	- Single entity (no consortium) – 5 points;							
	- 2 entities in consortium – 3 points;							
	- 3 entities in consortium -2 points;							
	- Over 3 entities in consortium – 1 point.							
	Annual budget of the applying vendor: each 500 000	10						
	MDL of overall budget – $(+1 \text{ point})$ up to a							
	maximum of 10 points							
1.3	Amount (in years) of proven technical knowledge	20						
	and experience in the relevant fields (minimum –							
	2 years)							
1.4	Proven experience in conducting similar works	20						
	(minimum 2 similar implemented projects)							
1.5	Experience in work on similar assignments for	10						
	national governmental organizations							
1.6	Experience in work with public international	20						
	organizations:							
	Including experience in work with UNDP	10						
	Including experience in work with other public	10						
	international organizations							
1.7	Number of staff specifically assigned to work on	10						
	the tendered project: each full-time staff – (+2							
	points), each part-time – (+1 point) up to a							
	maximum of 10 points							
		165						

	Technical Proposal Evaluation		Company / Other Entity				
Form	2	obtainable	А	В	C	D	E
Propo	osed Work Plan and Approach						
2.1	To what degree does the Offeror understand the task?	30					
2.2	Have the important aspects of the task been addressed in sufficient detail?	30					
2.3	Are the different components of the project adequately weighted relative to one another?	15					
2.4	Is the proposal based on a study of the project environment (for instance, the old site) and was this data properly used in the preparation of the proposal?	15					

2.5	Does the plan include adequate Quality Assurance and timely delivery mechanism?	25			
2.6	Do the work plan / approach fully correspond to the Terms of Reference?	70			
2.8	Is the work assignment divided into clear, logical, consistent and time-wise realistic stages? Does this division promise efficient and timely implementation to the project?	75			
2.9	Is the presentation sufficiently clear and detailed?	25			
		285			

Technical Proposal Evaluation	Points	Company / Other Entity				
Form 3	obtainable	А	В	С	D	Е
Personnel						-
3.1 Task Manager, including	60					
Previous experience in managing similar scale and type projects	15					
General project management and Quality Assurance experience	15					
Professional technical experience in the area of web- site development	10					
<i>Previous experience of direct involvement in similar</i> <i>type work for UNDP</i>	5					
Previous experience of direct involvement in similar type work for public international organizations other than UNDP	5					
English Language Qualifications	10					
3.2 Team members / Developers (combined)	90					
Previous experience in similar scale and type projects	30					
Professional technical experience in the area of web- site development	40					
Previous experience of direct involvement in similar type work for UNDP	5					
Previous experience of direct involvement in similar type work for public international organizations other than UNDP	5					
English Language Qualifications	10					
	150					

F. Award of Contract

23. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

24. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

25. Signing of the contract

Within 3 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

Failure of the successful Offeror to comply with the requirement of Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. 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.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment

owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in

its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

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 Contract 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 Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article 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 relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

- 18.1Section 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 public utility 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 the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

- 19.1The Contractor represents and warrants that neither it, nor any of its suppliers 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.
- 19.2Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20. MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers 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.
- 20.2Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Annex III

Terms of Reference

CEC Official Website (<u>www.cec.md</u>)

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2 List of Abbreviations

Abbr.	Description
UNDP	United Nations Development Program
CEC	Central Election Commission
DEC	District Election Commission
PS	Polling Station
MID	Ministry of Information and Development
CTS	Centre of Special Telecommunications
SAISE	State Automated Information System - Elections
ROV	Register of Voters
ROP	Register of Population
UPS	Uninterruptable Power Supply
PDF	Portable Document Format
GB	Giga Byte (1,000,000,000 bytes)
TB	Terra Byte (1,000 Giga Bytes)
BO	Business Object – Object Oriented Programming objects called Classes
GUI	Graphical User Interface
RTS	Result Tabulation System
DOS	Denial of Service (Internet attack to prevent internet users to see the
	attacked site)

3 Introduction

3.1 Purpose

This document provides the Terms of Reference for the CEC Website development.

3.2 Process overview

The CEC is required to adapt their IT Systems to fit into the State Automated Information System – Elections (SAISE). One of which is the Official CEC Website <u>www.cec.md</u>

SAISE requires that the CEC will have one automated IT System to support the CEC in carrying out their line off duty. This includes displaying Polling Stations, Election Results, Voter Lists, Legal Documents etc. Part of SAISE would be the CEC Website.

Few Terms of Reference were identified for the CEC Website. Content, Layout and Branding, Technical requirements.

3.3 Deadline

The overall deadline for delivery of the final product is <u>2 months</u> since signing of the awarded contract.

4 Layout and Branding

Layout and Branding is how the content will be displayed and what color schemes would be used, etc. Most of the Layout and Branding can be left for RFP, but the main layout and screens should be determined for the Proposals to be considered objectively. The proposals should have a free hand to give ideas within the guidelines of this TOR. Preferable should it be a live mock site to display the layout and branding. No live data is needed; only sample or static date would be needed for evaluation.

The proposal should give at least one solution on the layout to indicate:

- Title
- Menu (horizontal or vertical, vertical can host more items and gives one more real estate on the screen for words)
- Main information
- CEC Coat of Arms

Example of Layout

CEC Coat of Arms	Application Title						
	Page Title						
About	Main Information Area						
News Press	Status Line						
Releases	Search Area						
Event Calendar							
Meetings	Grid or Information of Search Results or ALL records						
Briefing Packs	if not in search / filtered mode						
Procedures							
Legal / Law Documents							
Training Centre	Data entry zone (only available if User is						
FAQ	authenticated and has the correct permissions)						

At least one color scheme should be proposed. Colors should be neutral. No definite connections to Political Parties, Religions, Bad-Vibe Colors, etc. It should use colors which blend the CEC Coat of Arms. Colors for the following Items should be defined with Normal, Focused / Selected, Mouse Hover, etc:

- Titles
- Menu
- Buttons
- Labels
- Hyperlinks
- Text Input Boxes, Combo Boxes
- Check Boxes, Radio Buttons
- Backgrounds of Windows and Controls

One font should be proposed and used throughout the Website.

Below is an example of the CEC Coat of Arms. The official logo in electronic format, can be requested from <u>Stefan.Condrea@cec.md</u>



5 Content

Content is the information that needs to be displayed on the internet.

The CEC Website should be available in three languages by selecting the language of choice in a drop down list. Languages should be Romanian (default), Russian and English. There should be a disclaimer stating that the Romanian language is the defacto language and all disputes will refer back to Romanian.

It can be seen as the Main Navigation topics of the Website.

- About
 - A brief description of what the CEC's responsibilities are,
 - o Contact details for different departments such as legal,
 - Support email addresses.
 - o Organizational chart
 - International relations
- News or Press Releases
 - Newsletters / Bulletins / Publications
 - o Public , read-only Script
 - o Authorized / Authenticated user can enter new News / Press Releases
- Event Calendar
 - o Public , read-only Script
 - o Authorized / Authenticated user can enter new Events
- Meetings
 - o Calendar
 - o Agenda
 - o Minutes
- Briefing Packs for civic education and voter information
 - Voters
 - o NGO
 - o Media
- Procedures
 - Registration
 - Voting
 - o Complaints
- Legal / Law Documents
 - Election Law
 - o Law 101
- Training Centre
- Frequently Asked Questions (FAQ)
 - \circ Public , read-only Script
 - \circ $\;$ Authorized / Authenticated user can enter new FAQ $\;$

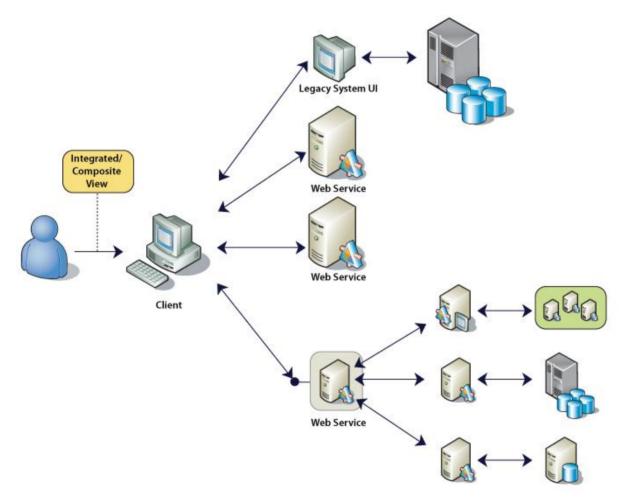
6 Technical Requirements

Technical Requirements is the mechanism used to store the Content, filter the Content and enter the content.

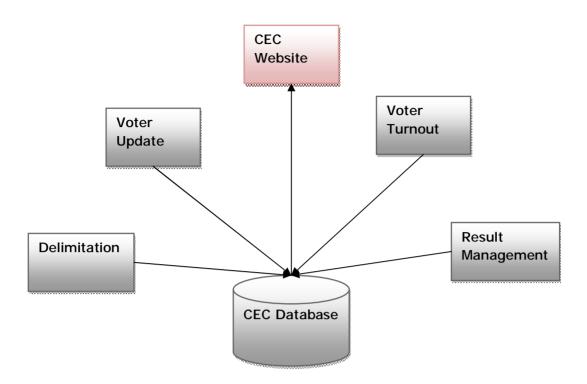
The following requirements will need the software house to have at least a Microsoft Certified Partner with Microsoft Certified Systems Engineers.

6.1 Background

The CEC is required by LAW to automate the Elections of Moldova. The data is gathered from various sources and needs to be displayed in a consistent way. Some of these data will be displayed to the public thru the CEC Website.



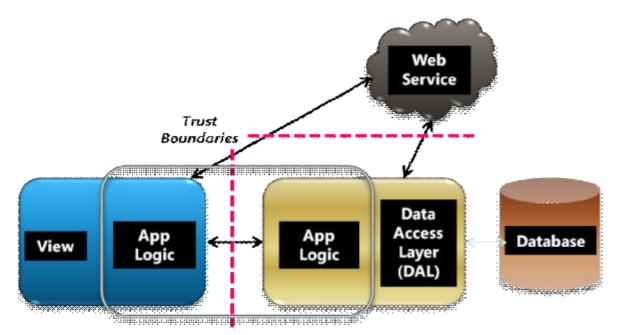
To fit seamlessly into the SAISE, especially with automated Election Results updates, it is recommended that the Web Site should be developed as a Module of SAISE. Below is a diagram to understand the overview of where the CEC Website will fit into the bigger picture. The CEC Website will only be one module inside the SAISE.



The following describe the required technologies to be used in the development of the Website.

6.2 Design Pattern

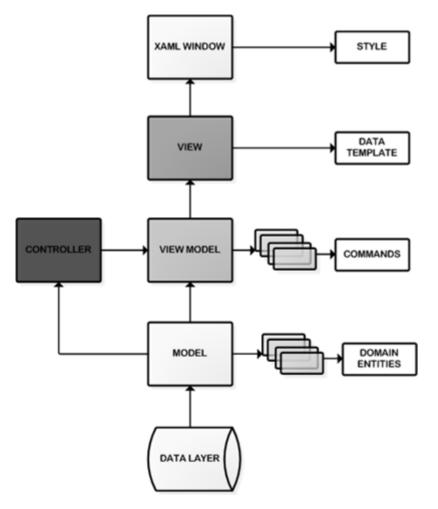
The Website will need to store and display data to and from a Microsoft SQL Database (provided by the CEC). It would then be required to develop the module using an N-Tier Application concept. The Diagram below shows the N-Tier Concept. The see thru rectangle designates the Microsoft .NET RIA framework.



It is required to

- have a clear separation between the responsibilities of designers, developers and database administrators
- maximize the code that can be tested with automation
- share code between pieces of the user interface (UI) that require the same underlying behavior
- separate presentation and business logic from UI logic to make the code easier to understand and maintain
- allow a user interface designer to easily create or modify the UI for your application; by doing this, developers can focus on the application's logic and structure
- The data needs to be displayed requires some form of conversion or adaptation before it can be displayed in the user interface
- The data needs to be displayed will requires some form of validation before it can be updated by the user interface

The Website Module should then be developed with the Model View View-Model (MVVM) Pattern using Microsoft Silverlight.



There is a clear separation of responsibilities between the

- View (Graphics, Screen layouts, colors). Graphic designers can work independently on the colors and layout without the knowledge of any coding or Software Engineering. There is no Code-Behind the developed XAML files.
- View Model (Business Logic, Software Engineering).

• Model (Database, Data).

More can be read on this MVVM Pattern on the Microsoft Developers Network website at http://msdn.microsoft.com/en-us/magazine/dd419663.aspx

6.3 Modular Approach

Modularity is designing a system that is divided into a set of functional units (named modules) that can be composed into a larger application. A module represents a set of related concerns. It can include a collection of related components, such as features, views, or business logic, and pieces of infrastructure, such as services for logging or authenticating users. Modules are independent of one another but can communicate with each other in a loosely coupled fashion.

A composite application exhibits modularity. For example, consider the CEC Website. The user can access a variety of functions, such as searching thru law or meetings, reading news or events, or if authorized, enters the next event to be displayed to the public and entering a press release from a single user interface (UI). However, behind the scenes, each of these functions is a discrete module. These modules communicate with each other and with back-end systems such as database servers. Application services integrate components within the different modules and handle the communication with the user. The user sees an integrated view that looks like a single application.

Every main Menu Item is actually one small module inside the CEC Website (which is a part of a larger module of SAISE). Below diagram some of the Menu Items seen as Modules.

News	Event	Meetings	Procedures	Legal		
View	View	View	View	View		
ŧ	\$	\$	‡	ŧ		
News	Event	Meetings	Procedures	Legal		
ModuleView	ModuleView	ModuleView	ModuleView	ModuleView		
\$	\$	\$	\$	\$		
News	Event	Meetings	Procedures	Legal		
Module	Module	Module	Module	Module		
CEC Database						

6.4 Authentication and Security Measures

It is required that for example the News and Press Release screen, some input functionality should exist for an authenticated user with the correct permissions, to enter the Press Release Data. More such examples would be the Login Screen, Events Calendar, Organizational chart, Law and Regulations, etc.

Every module or field that needs to input or enter data into the database needs to:

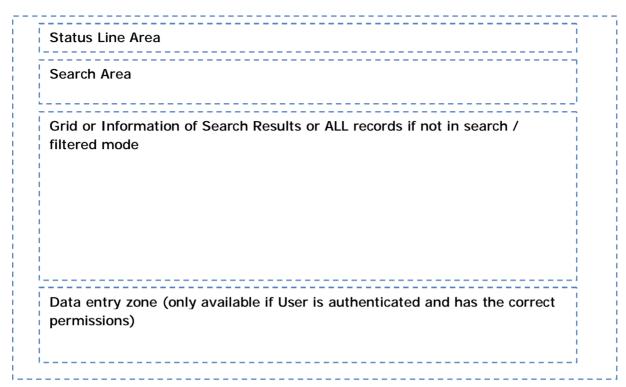
- Authenticate the User
- Ensure that the user has the correct permission
- Implement preventative measures for Denial of Service (DOS) attack mechanisms such as CAPTCHA
- Implement preventative measures for SQL Injection techniques

The CEC database and Web Server is part of the security zone. Every transaction to enter data should be authenticated. For this it is required that the communication is done via Microsoft .NET RIA Service. This set of libraries offers a wealth of trusted authentication processes and has the added bonus of handling secure communications of data thru service contracts. The preferred Data Method to use with RIA Services is LINQ to SQL.

A certification process should be done on the CEC Web Server to be able to handle SSL connections via the Web Browsers. The certificate should be valid for a period of 4 years. All communication and connections should be done using the SSL Protocol internet connection. CEC should have a procedure or tool to renew this certificate when the certificate is compromised or expired.

6.5 Views Layout (View)

Where possible, the Module layout should be as depicted in diagram below:



Every action should have feedback to the user in the Status Line Area. Errors will be reported in the "Error" color specified by CEC.

The search area can be seen as a filter of Grid area. When a user enters a certain search or filter and click on the 'Search' icon or button, the result grid will be showing the resulting search or filter.

The Grid or Information Area will list normally all the information in a "Grid" or "Gridlike" template, such as a list of Events or a list of Law articles. The sort order for each will be defaulted to a pre-determined sort order such as latest date on top or Law in article order, but could be changed by the User.

When the user is authenticated and has the correct permissions, the Data entry zone will be activated and the User can enter data to be appended to the Data Grid for publishing. It might be required that in certain circumstances, that the grid should provide to the authenticated user with permissions, a 'Select' button of the Grid Items. The selected Grid Item will then be loaded into the Data Entry Zone for editing.

Some modules will not be able to conform to this layout such as the "About" screens.

6.6 Business Logic (View Model)

All menus, buttons, text, and functionalities should have a permission system and this permission should be able to be allocated to the logon user. Thus some features will only be available to authorized/authenticated users.

All database fields should be displayed in the View in the pre-defined grid template and be fully searchable to produce a filtered result set (if requested).

The Primary Key and the Audit fields EditUser, EditDate and Version should only be used internally and does not need to be displayed in the View.

Each of Database tables should have a corresponding 'Add', 'Update' and 'Delete' buttons with the respective data fields in the Data Entry Zone of the View and should only be displayed when an Authenticated User has the correct permission.

All data entered into the system should be searchable. For example, Law and Regulations should be able to be able search on one word and return all the Law and Regulations which contain that word.

6.7 Database Structures (Model)

The following Menu Items or Sub Modules should have at least the following fields in the database:

- News or Press Releases
 - NewsId Primary Key and Sequence
 - DateOfEntry When the news is entered for publication (displayed after abstract as " - dd.MM.yyyy")
 - ReferenceNumber CEC internal reference number
 - Title Heading of the news (displayed in Bold)
 - Abstract Short abstract (displayed in cursive)
 - Article The news or press release article content (displayed in Website font)
 - $\circ~$ EditUser Logon User ID who added or changed the current record
 - $\circ~$ EditDate– Date and Time when record was added or changed
 - \circ $\,$ Version A database triggered sequence keeping track of the changes
- Event Calendar
 - EventId Primary Key and Sequence
 - DateOfEntry When the event will happen(ed) (displayed in bold before the Title "dd.MM.yyyy - ")
 - ReferenceNumber CEC internal reference number
 - $\circ~$ Title Heading of the event (displayed in Bold)
 - Abstract Short abstract (displayed in cursive)
 - Event The event content (displayed in Roman font)
 - EditUser Logon User ID who added or changed the current record
 - EditDate- Date and Time when record was added or changed
 - Version A database triggered sequence keeping track of the changes
- Procedure
 - ProcedureId Primary Key and Sequence
 - DateOfEntry When the procedure was published or updated (displayed in bold before the Title "dd.MM.yyyy - ")
 - ReferenceNumber CEC internal reference number
 - $\circ~$ Title Heading of the procedure (displayed in Bold)
 - Abstract Short abstract (displayed in cursive)
 - Procedure The procedure content (displayed in Roman font)
 - $\circ~$ EditUser Logon User ID who added or changed the current record
 - o EditDate- Date and Time when record was added or changed

- Version A database triggered sequence keeping track of the changes
- Procedure Step
 - ProcedureStepId Primary Key and Sequence
 - ProcedureId Foreign Key to Procedure
 - Number Sequence Number of step
 - Description Short description of step
 - $\circ~$ EditUser Logon User ID who added or changed the current record
 - EditDate- Date and Time when record was added or changed
 - Version A database triggered sequence keeping track of the changes
- Meeting
 - MeetingId Primary Key and Sequence
 - DateOfMeeting When the meeting was conducted (displayed after Title as " - dd.MM.yyyy")
 - ReferenceNumber CEC internal reference number
 - Title Heading of the meeting(displayed in Bold)
 - AttendanceList– People who attended the meeting(displayed in cursive)
 - MinutesOfMeeting The news or press release article content (displayed in Website font)
 - $\circ~$ EditUser Logon User ID who added or changed the current record
 - EditDate- Date and Time when record was added or changed
 - Version A database triggered sequence keeping track of the changes
- Minutes Of Meeting
 - MinutesOfMeetingId Primary Key and Sequence
 - MeetingId Foreign Key to Meeting
 - Description Short description describing the discussion point
 - $\circ~$ EditUser Logon User ID who added or changed the current record
 - o EditDate- Date and Time when record was added or changed
 - Version A database triggered sequence keeping track of the changes
- Attendance to Meeting
 - MinutesOfMeetingId Primary Key and Sequence
 - MeetingId Foreign Key to Meeting
 - Title Title of Person (Mr., Ms. ,etc)
 - o FirstName- First Name
 - LastName-Last Name
 - EditUser Logon User ID who added or changed the current record
 - EditDate- Date and Time when record was added or changed
 - Version A database triggered sequence keeping track of the changes
- Legal / Law Documents (This table needs to adapt and conform to store every title and article of the Election Law, Acts and other legal articles and to be verbatim reconstructed)
 - ArticleId Primary Key and Sequence
 - DateOfAcceptance When the Law was adopted (displayed in bold before the Title "dd.MM.yyyy - ")
 - ReferenceNumber CEC internal reference number
 - ArticleNumber LAW main article number (displayed in front of article)
 - ArticleSubNumber LAW article sub number (displayed in front of article, might be more than one sub number)
 - Title Heading of the article (displayed in Bold)
 - Abstract Short abstract (displayed in cursive)
 - Article The article content (displayed in Roman font)

- EditUser Logon User ID who added or changed the current record
- EditDate- Date and Time when record was added or changed
- Version A database triggered sequence keeping track of the changes
- Frequently Asked Questions (FAQ)
 - FaqId Primary Key and Sequence
 - DateOfEntry When the FAQ was entered(displayed in bold before the Title "dd.MM.yyyy - ")
 - ReferenceNumber CEC internal reference number
 - Question Frequently Asked Question(displayed in Bold)
 - Answer– The answer to the FAQ(displayed in cursive)
 - EditUser Logon User ID who added or changed the current record
 - EditDate- Date and Time when record was added or changed
 - Version A database triggered sequence keeping track of the changes
- Training Centre
 - Various formats (PDF, DOC, JPG, etc) of documents can be stored as Binary Files in a folder on the Web Server with hyperlinks to View / Download the document
- Briefing Packs
 - Various formats (PDF, DOC, JPG, etc) of documents can be stored as Binary Files in a folder on the Web Server with hyperlinks to View / Download the document

6.8 Source Code

All rights and source code, except well known libraries such as Microsoft API, should be transferred to the CEC. The full solution with all source code files with full design documents will be transferred to the CEC in Electronic format. The source code must be fully documented.

The CEC reserves the right to further develop the software for use in Moldova, to install it on other and/or more equipment, and to transfer the rights to other entities within Moldova but not to sell or distribute software it outside Moldova except for Moldova Embassies.

All Unit Tests for each module should be transferred to the CEC

CEC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the CEC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to CEC in compliance with the requirements of the applicable law.

Generic software must be delivered as licensed to the CEC.

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of one hundred and twenty (120) days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month

of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

Annex V

PRICE SCHEDULE/FINANCIAL PROPOSAL

The Contractor is asked to prepare the Price Schedule/financial proposal and submit it in a separate envelope from the rest of the RFP response as indicated in Section D paragraph 15 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Annex II, Clause 18. '

The Price Schedule/financial proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on an IBM-compatible CD or DVD.

Description of Activity/Item		Hours of work	Price per 1 hour	Overall price for the item
1.	Detailed design of the web-site modules			
2.	Development of the Database			
3.	Development of User Modules (Main topics of the web-site, as per Terms of Reference)			
4.	Graphical User Interface Design			
5.	Final testing, fine-tuning and adjustment			
	FINAL PRODUCT: Fully developed web-site www.cec.md in full compliance with the ToR			

Please note that **Absolute Deadline** for final delivery of the product is <u>2 months</u> since signing of the awarded contract. Failure to comply with this requirement may result into disqualification of the Proposal.

Payment Schedule

Price Schedule:

1 0

	Description of Activity/Item	Instalments
1.	Detailed design of the web-site modules	1^{st} instalment: 10% of the contract award
		amount
2.	Development of the Database	2^{nd} instalment: 40% of the contract award
3.	Development of User Modules (Main topics of the	amount, up to a total of 50% of the
	web-site, as per Terms of Reference)	contract award amount
4.	Graphical User Interface Design	3 rd (final) instalment: 50% of the contract
5.	Final testing, fine-tuning and adjustment	award amount, up to a total of 100% of
	FINAL PRODUCT: Fully developed web-site	the contract award amount
	www.cec.md in full compliance with the ToR	the contract award amount