

Request for Proposal (RFP)

Ref. no. 2009-05-12.1

Date: 11 May, 2009

Dear Sir/Madam,

Subject: RFP for the ICT related data collection surveys

1. You are requested to submit a proposal for undertaking of a set of **surveys to collect e-development related data** 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, in separate sealed envelopes, marked with **“RFP: e-Development Surveys”** should reach the UNDP office no later than **25 May 2009, 14:00**, 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:

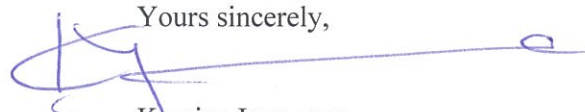
tenders-Moldova@undp.org

Offers shall be clearly marked with **“RFP: e-Development Surveys”**

Contact person for clarifications: Mr. Ion Cosuleanu, Project Manager (ion.cosuleanu@undp.org)

4. If you request additional information, we would endeavour 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,



Kaarina Immonen
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 to perform two brief surveys to collect a set of **surveys and studies to collect e-development related data.**

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 profile;
- Work plan and approach;
- Company's list of customers,

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 clearly 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 **Moldovan Lei and shall be exclusive of VAT.**

12. Period of validity of proposals

Proposals shall remain valid for sixty (60) 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: e-Development Surveys”

- (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: e-Development Surveys**”. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: “**Financial Proposal for RFP: e-Development Surveys**”.

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 **25 May 2009, 14:00**, 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 700 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term 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 30% 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:

$$Total\ score = T + \frac{C_{low}}{C} \times 300,$$

where

T -is the technical score awarded to the bid,
C- is the evaluated bid price,

C_{low} - is the lowest price among responsive bids. This is applicable for the 700/300 distribution of points between the technical and financial attributes of the proposal. A total score is obtained by adding the technical and financial scores.

Evaluation Criteria

Criteria	Weights	
Bidder's Expertise and Capacity	260	
Organizational capability (structure, partners)		40
Reputation and reliability		30
Relevance of specialised knowledge		60
Relevance of work experience in ICT surveys and analytical reports		100
Experience with UNDP/ other donors		30
Proposed Work Plan and Approach	300	
Tasks well understood and properly addressed		60
Work components adequately weighted		40
Soundness and clarity of the action plan		100
Efficient and realistic work plan		60
Experience and pre-analysis used as inputs		40
Personnel involved	140	
Management and logistics		40
Technical expertise		60
Languages		20
Field experience		20
Budget	300	300
TOTAL	1000	1000

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 30 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

- 18.1 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 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.
- 18.2 Accordingly, 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

19.1 The 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.

19.2 Any 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.

20.2 Any 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.

TERMS OF REFERENCE:
a set of Information Society development related data collection surveys for
e-Development Report 2009

Job title: Company
 Duty Station: Chisinau
 Duration: 5 weeks

Organizational setting:

The Company will work under the direction of the Team Leader in consultation with Project Manager for achievement of the tasks.

Background

Through this project UNDP is assisting the Government of Moldova in implementing the e-Governance component of the National Strategy "e-Moldova". With the overarching goal of strengthening democracy in the country, the Project aims to support the Government in advancing e-government solutions for a better public service delivery and more transparent decision making

The project will advance the use of Information Society Technologies (IST) by public administration for a more transparent and efficient exercise of its functions. It covers four main areas of intervention including: *policy support, development of electronic public services, training, e-democracy and public awareness.*

Taking into consideration the fast development of IST technologies, the Ministry of Information Development took the decision to analyze the results of e-Moldova Strategy implementation and action Plan starting with 2005, the year of approval of "e-Moldova". Based on the undertaken surveys and statistical data collected on e-development, the Report will be prepared by the team of experts. The Report will serve as a source for e-Moldova Strategy and Action Plan revision, establishing new objectives for the next period until 2015.

Currently the project seeks a company to undertake a research on e-development in the country in last 4 years (2005-2008).

Scope

The Study is aimed to assess the level of e-development of the Republic of Moldova in public administration, business and society to evaluate the level of implementation of "e-Moldova" National Strategy.

Based on the assessment of the current situation a Report will be produced on each survey and research undertaken.

The results from the assessment will be publicly announced through public Web portal making them accessible to the governmental units and civil society organizations.

The indicators framework for e-development assessment consists of a set of data necessary for analysis of such fields as IST use within Government, Business and in everyday life.

In order to measure these indicative data a set of surveys and studies will be organized:

- eHousehold Survey;
- eBusiness Survey;
- eGovernment Survey;
- eEducation Survey;
- eHealth Study;
- eCulture Study.

Outputs**A. eHousehold Survey**

Output: Report on eHousehold Survey

A Household survey must be organized to collect important but currently missing IST-related information, difficult to obtain from official or commercial statistical data. This information concerns IST-use in everyday life of people – fixed telephone, mobile phone, computers, Internet.

These data must be collected by means of individual interviewing and filling in questionnaires at home, using a representative sampling of population in Moldova. A corresponded questionnaire must be elaborated. A sample must cover all regions of the republic, cities, towns and rural, be relevant to demographic structure, include respondents 16-74 years. Variables for breakdown are age, gender, employment status, education level and locality.

Each member of household may be asked as individual respondent, but answers on the questions related with households' indicators (for example "proportion of households which have at least one mobile cellular phone") must be taken into account from all asked members of household and be collected and processed separately.

The outputs of Household survey are: a questionnaire, a database of responses, linear and cross tabulation results (tables) of data processing and an Analytical Report on Household Survey with collected and calculated indicators.

Job content

To carry out a Household Survey, resulting in the following data:

1. Proportion of households with a radio.
2. Proportion of households with a TV.
3. Proportion of households with telephone: a) with fixed telephone only; b) with mobile cellular telephone only; c) with both fixed and a mobile cellular telephone.
4. Proportion of households with a computer.
5. Proportion of individuals who used a computer (from any location) in the last 12 months.
6. Proportion of households with Internet access at home.
7. Proportion of individuals who used the Internet (from any location) in the last 12 months.
8. Location of individual use of the Internet in the last 12 months: (1) at home; (2) at work; (3) place of education; (4) at another person's home; (5) community Internet access facility; (6) commercial Internet access facility; (7) any place via a mobile cellular telephone; (8) any place via other mobile access devices.
9. Internet activities undertaken by individuals in the last 12 months (from any location): (1) getting information about goods or services; (2) getting information related to health or health services; (3) getting information from general government organizations; (4) interacting with general government organizations; (5) sending or receiving e-mail; (6) telephoning over the Internet/VoIP; (7) posting information or instant messaging; (8) purchasing or ordering goods or services; (9) Internet banking; (10) education or learning activities; (11) playing or downloading video games or computer games; (12) downloading movies, images, music, watching TV or video, or listening to radio or music; (13) downloading software; (14) reading or downloading on-line newspapers or magazines, electronic books.
10. Proportion of individuals with use of a mobile cellular telephone.
11. Proportion of households with access to the Internet by type of access: (1) narrowband; (2) fixed broadband; (3) mobile broadband; (4) broadband ≥ 2 Mbps.
12. Frequency of individual use of the Internet in the last 12 months (from any location): (1) at least once a day; (2) at least once a week but not every day; (3) less than once a week.
13. Demography of Internet users (age, gender, employment status, education level).
14. Experience of Internet users in ICT security.
15. Computers at home per 100 inhabitants.

B. eBusiness Survey

Output: Report on eBusiness Survey

The business survey must be organized to collect data missing in official statistics, but important for assessment of the e-development in economy. This information is related to IST-use in business: availability of computers at working places, access to Internet, main use of computers and Internet in business companies and other relevant issues.

These data must be collected by means of individual interviewing and filling in questionnaires at working places of managers (top-managers or IT-managers). A corresponding questionnaire must be elaborated. A representative sample must be used, covering enterprises of different size and activity, from all regions of Moldova. A locality factor (urban, rural) must be taken into account too.

The outputs of eBusiness survey are: a questionnaire, a database of responses, linear and cross tabulation results (tables) of data processing and an Analytical Report on eBusiness Survey with collected information and calculated indicators.

Job content

To carry out an eBusiness Survey, resulting in the following information:

General questions for all companies

1. Proportion of businesses using computers.
2. Proportion of persons employed routinely using computers.
3. Proportion of businesses using the Internet.

4. Proportion of persons employed routinely using the Internet.
5. Proportion of businesses with a Web presence.
6. Proportion of businesses with an intranet.
7. Proportion of businesses receiving orders over the Internet.
8. Proportion of businesses placing orders over the Internet.
9. Proportion of businesses using the Internet by type of access: (1) narrowband; (2) fixed broadband; (3) mobile broadband; (4) broadband ≥ 2 Mbps.
10. Percentage of businesses with a Local Area Network (LAN).
11. Proportion of businesses with an extranet.
12. Proportion of businesses using the Internet by type of activity: (1) sending or receiving e-mail; (2) telephoning over the Internet/VoIP; (3) use of instant messaging, bulletin boards; (4) getting information about goods or services; (5) getting information from general government organisations; (6) interacting with general government organisations; (7) Internet banking; (8) accessing other financial services; (9) providing customer services; (10) delivering products on-line; (11) internal or external recruitment; (12) staff training.
13. Proportion of enterprises using open source operating systems.
14. Proportion of persons employed with ICT skills: (1) *ICT specialists*; (2) *advanced users*; *basic users*.
15. E-Commerce as % of total turnover of enterprises.
16. Availability and percentage of websites with possibilities to order goods and services on-line.
17. Main use of computers by businesses, inclusive percentage of enterprises using software applications: (1) for accounting; (2) for the evidence of personal; (3) for the evidence and control of documents' circulation and decision fulfillment's control; (4) other (to specify).
18. % of expenditure on ICT per total expenditure of businesses.
19. Average IT workers' Salary.
20. Average Specialized IT workers' (programmers, developers) Salary.

C. eGovernment Survey

Output: Report on eGovernment Survey

The eGovernment research must be organized to collect quantitative and qualitative data that characterizes a level of e-Government services in Moldova. This information is very important for assessing e-development in different areas of e-Government. It is related to availability of different institutions in web-space, of locally relevant content etc.

The output of this research is an e-Government Survey Report.

Job content

To carry out an eGovernment Survey, resulting in the following data:

1. Proportion of institutions of public administration using computers (by level 1-3: 1) central; 2) municipality and county; 3) city and village) (aB1).
2. Proportion of persons employed in institutions of public administration routinely using computers (by level 1-3).
3. Proportion of institutions of public administration (by level 1-3) which have access to the Internet, by type of access: (1) narrowband; (2) fixed broadband; (3) mobile broadband; (4) broadband ≥ 2 Mbps.(XXXXXX)
4. Proportion of persons employed in institutions of public administration routinely using computers (by level 1-3) routinely using the Internet.
5. Proportion of institutions of public administration (by level 1-3) which have a Web site.
6. Proportion of institutions of public administration (by level 1-3) with an intranet.
7. No and % of institutions of public administration (by level 1-3) offering mobile phone technology accessible platforms.
8. % of ICT personnel and by gender (per total staff) in institutions of public administration (by level 1-3).
9. No and % of intrusions and hacking of networks and websites of institutions of public administration (by level 1-3).
10. No. and % of spam messages per total emails received.
11. % of expenditure on ICT per total expenditure of institutions of public administration (by level 1-3).
12. Type of software and % of open source software vis a vis proprietary (EG10).
13. Type of applications and % vis a vis overall applications: Word processing, accounting, data base, website.
14. % of institutions of public administration (by level 1-3) providing services online and type of services; e.g. retrieval and printing of online forms, use of interactive online forms, online bids, payment of bills, tax filing applications, company registration, car registration, voting, public grievance systems, online feed back.
15. Operations of information systems of institutions of public administration (by level 1-3).
16. Performance of institutions of public administration (by level 1-3) service delivery.
17. Productivity and efficiency of institutions of public administration (by level 1-3) employees.
18. Nr and % of basic services fully available online (for households and enterprises).
19. Level of online sophistication of government websites.

D. Education

Sources: National Bureau of Statistics, Ministry of Education

Output 1: Report on eEducation_Survey

Under the right conditions, ICT can have a significant impact on the expansion of learning opportunities to wider populations. Technologies can improve the teaching/learning process by reforming conventional delivery systems, enhancing quality of learning achievements, facilitating state-of-art skills formation, sustaining lifelong learning, and improving institutional management.

ICTs are perceived as supporting tools to the conventional educational service delivery model and not as substitutes for it. ICTs include older technologies that are still affordable and widely available in the majority of countries (for example, radio and television) and newer technologies (such as computers and the Internet) which may be expensive to introduce, especially in rural areas of developing economies.

The output of works is an Analytical Report on eEducation Survey with collected information and calculated indicators.

Job content

To carry out an eEducation Survey, resulting in the following information:

1. Proportion of schools with a radio used for educational purposes (by ISCED level 1 to 3).
2. Proportion of schools with a TV used for educational purposes (by ISCED level 1 to 3).
3. Proportion of schools with a telephone communication facility (by ISCED level 1 to 3).
4. Percentage of schools which have computer labs (by ISCED level 1 to 3)
5. Percentage of schools with a Local Area Network (by ISCED level 1 to 3).
6. Student to computer ratio (by ISCED level 1 to 3).
7. Percentage of schools (by ISCED level 1 to 3) which have access to the Internet, by type of access: (1) narrowband; (2) fixed broadband; (3) mobile broadband; (4) broadband ≥ 2 Mbps.
8. Proportion of students who have access to the Internet at school (by ISCED level 1 to 3).
9. Percentage of schools (by ISCED level 1 to 3), which have own Internet site.
10. Proportion of students enrolled by gender at the tertiary level in ICT-related fields (for ISCED levels 5 and 6).
11. Proportion of ICT-qualified teachers in primary and secondary schools.
12. Percentage of teachers using computers (in a process of teaching or/and preparation for lectures)
13. Percentage of teachers who use Internet (at work/at home) for preparation for lectures.
14. Ratio Spending on ICT/GDP per capita.

Output 2: Data referring to literacy and enrolment ratio.

Sources: National Bureau of Statistics, Ministry of Education

1. Adult literacy (literacy rate).
2. Primary gross enrollment ratio.
3. Secondary gross enrollment ratio.
4. Tertiary gross enrolment ratio.
5. Gross enrollment ratio (primary, secondary and tertiary).

E. eHealth Study

Sources: National Bureau of Statistics, Ministry of Health

Output: Analytical Report on eHealth Study

The eHealth Study must be organized to collect information important for assessment of the stage and perspectives of informatization in the health system of Moldova. The respective information is related to the use of software applications and Internet in the support of everyday activities done in the health system, including clinics, hospitals and diverse institutions, and oriented to citizens. Of special importance are the on-line availability of related information for citizens and, also, the facilitation and improving of work with information for practitioners in medicine, so they could the main part of their work time dedicate directly to the work with patients, not with documentation.

Information must be collected from official sources – National Bureau of Statistics, Ministry of Health – and by means of individual interviewing and filling in questionnaires at working places of managers (top-managers or IT-managers).

The output of works is an Analytical Report on eHealth Study with collected information and calculated indicators.

Job content

To carry out an eHealth Study, resulting in the following information:

1. Percentage of hospitals and clinics using computers.
2. Number of practitioners in medicine and persons employed in social assistance using computers in their normal work routine.
3. Percentage of practitioners in medicine and persons employed in social assistance using computers in their normal work routine.
4. Percentage of general practitioners in medicine using electronic patient records.
5. Percentage of hospitals and clinics using the Internet.
6. Percentage of general practitioners in medicine using computers connected to the Internet, in their normal work routine.
7. Percentage of hospitals and clinics with a Local Area Network.
8. Percentage of hospitals and clinics using the Internet by type of access: (1) narrowband; (2) fixed broadband; (3) mobile broadband; (4) broadband ≥ 2 Mbps.
9. Percentage of hospitals and clinics having a Web site: (1) hospitals; (2) clinics; (3) hospitals and clinics.
10. Main use of computers in hospitals and clinics, inclusive percentage of hospitals and clinics using software applications: (1) for electronic patient records; (2) for accounting; (3) for the evidence of personal; (4) for the evidence and control of documents' circulation and decision fulfillment's control; (5) other (to specify).
11. Characterization of the stage and perspectives of e-development of processes referring to the obligatory insurance of medical assistance of citizens: a) in clinics, hospitals and the National Company of Medical Insurances; b) insuring the on-line access of citizens to information in the domain (conditions, rights, obligations etc.).

F. eCulture

Source: National Bureau of Statistics, Ministry of Culture

Output 1: Analytical Report on eCulture Study

The eCulture Study must be organized to collect information important for assessment of the stage and perspectives of informatization in the culture sector of Moldova. The respective information is related to the use of software applications and Internet in the support of everyday activities done in the culture sector, including libraries, theatres, museums, cinemas, radio broadcasting, television, culture houses and palaces etc., and oriented to citizens. Of special importance are the on-line availability of related information for citizens and, also, the facilitation and improving of work with information of employed personal.

Information must be collected from official sources – National Bureau of Statistics, Ministry of Culture – and by means of individual interviewing and filling in questionnaires at working places of managers (top-managers or IT-managers).

The output of works is an Analytical Report on eCulture Study with collected information and calculated indicators.

Job content

To carry out an eCulture Study, resulting in the following information:

1. Percentage of cultural institutions using computers.
2. Percentage of persons, employed in culture sector, routinely using computers.
3. Percentage of culture institutions using the Internet.
4. Percentage of persons, employed in culture sector, using computers connected to the Internet, in their normal work routine.
5. Percentage of culture institutions with a Local Area Network.
6. Percentage of culture institutions using the Internet by type of access: (1) narrowband; (2) fixed broadband; (3) mobile broadband; (4) broadband ≥ 2 Mbps.
7. Percentage of cultural institutions with a Web site.
8. Percentage of national media which have a Web site.
9. Characterization of the Web sites content with refers to culture information for citizens (culture institutions, electronic library directories, theatre repertoires, concerts, calendar of cultural expositions etc.).
10. Percentage of cultural public institutions (libraries, museums, etc) offering working place for Internet access.
11. Percentage of public institutions (libraries, museums, etc) which are publishing their electronic Directories.
12. Percentage of citizens (16 years up) using Internet for getting cultural information.
13. Main use of computers in cultural institutions, inclusive percentage of cultural institutions using software applications: 1) for accounting; 2) for the evidence of personal; 3) for the evidence and control of documents' circulation and decision fulfillment's control; 4) other (to specify).

Output 2: Analytical Report on digitization of cultural patrimony

The characterization of the stage and perspectives of digitization of cultural patrimony, inclusive of libraries, archives and museums.

Deliverables (on CD and hard copies):

1. The Analytical Report for each Survey and Research based on collected information.

Inputs

Methodological framework on e-development analysis
 National Strategy and Action Plan "Electronic Moldova" (www.e-moldova.md)
 e-Readiness Report Moldova 2004 (www.e-moldova.md)
 e-Readiness Report Moldova 2006 (www.e-moldova.md)
 ICT surveys 2007 (www.e-moldova.md)

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 diskette (IBM compatible).

Price Schedule:				
Request for Proposals for Services				
Description of Activity/Item		Number of Staff	Monthly Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
1.2	Services in Field			
2.	Out of Pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			