

Question 1:

General Conditions of Contract

Point 11. Copyright, patents and other proprietary rights

- Would replacing the existing wording with the following wording be acceptable:

"The Contractor would own all the intellectual property rights in all systems, techniques, methodologies, ideas, concepts, information and know-how developed during our performance of this Contract. The Contractor will prepare the deliverables solely for the use of those to whom they are addressed to be used only for the purposes for which they were delivered. The Contractor accepts no liability or responsibility to any third party to which the deliverables are shown or into whose hands they may come. The Contractor owns all intellectual property rights over the deliverables including, but not limited to, all copyrights. UNDP Moldova may make copies of the deliverables for its own internal use; however, UNDP must not provide the deliverables, or copies of them, to any third party including its other advisors, without first obtaining the written consent of the Contractor so that the Contractor may have the opportunity to consider the context in which its deliverable is being used."

Point 13. Confidential nature of documents and information

- Would inserting the following amendment to point 13 be acceptable as follows:

"Notwithstanding 13.2 above, either of us will be entitled to disclose confidential information of the other to:

(i) Our respective insurers or legal advisors, or

(ii) A third party to the extent that this is required by law, by any court of competent jurisdiction, or by a governmental or regulatory authority, or where there is a legal right, duty or requirement to disclose such information provided that without breaching any legal or regulatory requirement and where reasonably practical, not less than two business days notice in writing is first given to the other party."

Point 8. Insurance and liabilities to third parties

- Our products and operations are covered under a "Public and Products Liability Insurance" based on local applicable regulations and market practices.

Answer 1:

Please, be informed that UNDP shall not accept any changes and/or adjustments to the General Terms and Conditions. This is a corporate document used worldwide and any offeror should accept it to be considered eligible for a competition.

Question 2:

Terms of Reference

Objective 5 - Please further detail this objective with emphasis on the content of the programme/analysis tool.

Answer 2:

The offeror should propose a methodology and action plan that shall be used by UNDP Moldova to independently make interim adjustments to the salary scale as required.

Question 3:

Terms of Reference

Objective 6 - Please further detail this objective with emphasis on the desired market position as compared to remuneration target.

Answer 3:

Please refer to the UNDP Handbook on Setting Remuneration for Service Contract Personnel, Chapter E. Designing the Remuneration System. The handbook is published at <http://www.undp.md/tenders/details/141/> (link "UNDP Remuneration Methodology").

Question 4:

Terms of Reference

Deliverables - bullet 1 - Please confirm that the internal report that will be provided to UNDP will not need to contain individual employer data but only summary statistics.

Answer 4:

The report shall contain detailed data from each organization that will be surveyed, not just general summary statistics.