

# **Request for Proposal (RFP)**

Ref. no. RfP11/00328

Date: 5 April 2011

Dear Sir/Madam,

# Subject: RFP on elaboration of a feasibility study for establishment and running of a Training Unit to improve statistical literacy and build capacities of data users.

- 1. You are requested to submit a proposal for services 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: Feasibility Study for a Training Unit in Statistics**" should reach the UNDP office no later than **25 April 2011**, **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: Feasibility Study for a Training Unit in Statistics"

Contact person for clarifications: Aurelia Spătaru, Project Manager (aurelia.spataru@undp.org)

- 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,

A. Spataly

Aurelia Spataru Project Manager

# **Instructions to Offerors**

# **A.** Introduction

1. General

The purpose of this Request for Proposal (RFP) is to solicit proposals from the qualified companies for **elaboration of a feasibility study for establishment and running of a Training Unit to improve statistical literacy and build capacities of data users**. The assignment will be performed according to the TOR (ANNEX III). The Contract will be awarded to the Company with the best proposal, i.e. the proposal that will have the highest score according to evaluation criteria.

**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 containing the description of relevant experience in the field;
- · Company's list of customers;
- Work-plan and methodology (detailed description of methodology and activities, schedule, agenda);
- CVs of proposed key staff to be hired for/involved in the current assignment, including the role and tasks of each of them;
- · Description of quality assurance procedures;
- · Description of Litigation and Arbitration history, if any;
- Developed promotion materials concerning the performing of similar assignments;
- Copy of registration certificate;
- Other relevant documents.

## 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 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: Feasibility Study for a Training Unit in Statistics "
- (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

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 two e-mail messages.

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: Feasibility Study for a Training Unit in Statistics"**.

The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **"Financial Proposal for RFP: Feasibility Study for a Training Unit in Statistics"** - 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 proposal 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 **25 April 2011, 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 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:

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

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.

Technical	<b>Evaluation</b>	Criteria
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Summary of Technical Proposal Score		Score Weight	Points	Company / Other Entity				
Evaluation Forms			Obtainable	Α	В	С	D	Е
1.	Expertise of Firm / Organisation submitting Proposal	30%	210					
2.	Proposed Work Plan and Approach	50%	350					
3.	Personnel	20%	140					
	Total		700					

Evaluation forms for technical proposals follow on the next two pages. 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

Tech	nical Proposal Evaluation	Points		Compar	ıy / Oth	er Entity	y
Forn	n 1	obtainable	able A B C D		E		
Expe	ertise of firm / organisation submitting proposal						
1.1	Reputation of Organisation and Staff (Competence / Reliability)	30					
1.2	Litigation and Arbitration <i>history</i> ( <i>if any, lack of such history</i> – 10 pts)	10					
1.3	General Organisational Capability (structure, size, partners, project financing capacity and project management controls)	30					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills).	10					
1.5	Quality assurance procedures, warranty ( <i>lack of them</i> $-0 pts$ )	20					

1.6	Relevance of:				
	<ul> <li>Specialised Knowledge (peculiarities of the</li> </ul>	30			
	national statistical system)				
	- experience on similar assignments (at least 5	40			
	years), including:				
	<ul> <li>Business plans development</li> </ul>				
	<ul> <li>Feasibility Studies and Cost-Benefit</li> </ul>				
	analysis conducting				
	- Experience in implementation of projects related	15			
	to the capacity building or education area				
	- Experience of working with government/public	15			
	organizations				
1.7	Previous successful experience of collaboration with	10			
	UNDP / other international organization				
Total	Form 1	210			
Total		210			

Tech	nical Proposal Evaluation	Points		Compa	ny / Oth	er Entity	y
Forn	n 2	Obtainable	A B C D		Ε		
Prop	osed Work Plan and Approach, including						
2.1	The task is well understood and properly (in sufficient detail) addressed	50					
2.2	Work components are adequately weighted, tasks distributed properly among involved staff	60					
2.3	Activities on the Technical Proposal are stipulated clearly and are relevant for the achieving of the assignment objectives	100					
2.4	Pre-analysis used as input in the preparation of the proposal (meaning qualitative contribution to the initial Terms of Reference)	80					
2.5	Efficient and realistic work plan	60					
Tota	l Form 2	350					

Technical Proposal Evaluation			Points	Company / Other Entity				
For	n 3		Obtainable	Α	B	C	D	E
Pers	onnel							
3.1	Task Manager:	Sub-Score	50					
	<ul> <li>Education and general qualification relevant for assignment</li> </ul>	15						
	<ul> <li>Experience in undertaking similar assignments and supervising/leading research/analytical studies and report writing</li> </ul>	25						
	<ul> <li>Training Experience</li> </ul>	5						
	<ul> <li>International experience</li> </ul>	5						
3.2	Task staff (senior and junior experts)	Sub-Score	90					
	<ul> <li>Education and general qualification relevant for assignment</li> </ul>	30						
	<ul> <li>Experience in undertaking similar assignments and report writing</li> </ul>	45						
	<ul> <li>Training Experience</li> </ul>	10						
	<ul> <li>International experience</li> </ul>	5						
Tota	ll Form 3		140				· · · · · · · · · · · · · · · · · · ·	

# **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**

- 18.1Section 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.

# STRENGTHENING THE NATIONAL STATISTICAL SYSTEM UN JOINT PROJECT

# **Terms of Reference**

# Elaboration of a feasibility study for establishment and running of a Training Unit to improve statistical literacy and build capacities of data users

Project Activity:	Development of institutional mechanisms for training and statistical skills development (activity 6)
Job Title:	Specialized company/NGO providing a group of consultants who would undertake a feasibility study for establishment of a Training Unit/Center to support statistical skills development for NBS staff and provide training courses on statistics tailored to the needs of the different user communities
Duty station:	Chişinău, with possible travel in the regions of RM
Duration of assignment:	4 months
Contract type:	Contract for Professional Services
<b>Contracting Authority:</b>	UNDP Moldova

# Background

According to the last comprehensive opinion poll<sup>1</sup> on the data users' satisfaction with products and services provided by the central statistical data producer in the country, the National Bureau of Statistics, over 50% of the respondents consider that it is necessary to implement a training program regarding the statistical domains and the way of using national statistical data, more often being requested by the LPA – 57%, mass media – 60% and students, masters, candidates for a doctor degree – 60%.

Employees of NGOs and from private enterprises, over 15%, have the most often problems in understanding data, and the most unsatisfied with the methodological explanations on data disseminated by NBS are the users that use data in the economic domain. Respectively, the lack of knowledge and deficient understanding of the statistical methodologies is diminishing the confidence of the representatives of the private sector and civil society in the NBS's products.

Also, the respondents mentioned that NBS should give more importance to the analytical reports/descriptions to the provided data, as the second option of data presentation preferred by data users. According to the same survey, the respondents expressed their opinion that NBS should include the interpretation of the statistics in the list of its prerogatives (currently this process stays within the competence of the sector public institutions/line-ministries).

## Specific context

Currently, a *Joint Project on Strengthening the National Statistical System of RM* is implemented by the UNDP, UN Women, UNICEF and UNFPA in partnership with the NBS, and aims at improvement of data dissemination and statistical capacities of relevant national actors (civil servants at central and local levels, CSOs, media, academia) to use statistics for evidence-based policy formulation, implementation, monitoring and analysis.

During 2007-2010 the Joint Project directly responded to gaps related to the availability, quality, and usage of disaggregated statistical data (with emphasis on data disaggregated by geographic location, age, and sex). The Project has focused intensively on strengthening the capacities, improving methodological processes and infrastructure, quality and competencies of the NBS in producing and disseminating highly qualitative multi-dimensional disaggregated data.

The quality of data produced by NBS and the relationship with data users has improved. Overall NBS is now better prepared to respond to the different and increasing needs of the users and to provide seminars in specific fields of statistics, although additional concerted efforts might be needed to increasing the capacities of NBS to undertake qualitative analysis and interpretation of produced and disseminated data. Nevertheless, the professionalism of NBS has been acknowledged by giving this institution the opportunity for further competency and skills development and using its expertise for offering training services to users.

<sup>&</sup>lt;sup>1</sup> <u>http://www.statistica.md/pageview.php?l=ro&idc=399&id=2746</u>

Supporting users (central and local public authorities and CSOs) in understanding, interpreting and applying the data for policy monitoring and analysis has received fewer attention. Activities focused on seminars, roundtables and small research projects that generally supported data dissemination but could not always contribute to the wider result of increased statistical literacy among data users and more competencies among ministries to use data for evidence-based policy making.

The next phase of the Joint Project should therefore address this gap and put equal emphasis on strengthening capacities of data users, fostering dialogue between NBS and users, enhancing the understanding, trust and credibility and thereby increasing the data use.

The joint project addressed a wide field of thematic areas, such as gender statistics, demographics, labour market, social exclusion, agriculture, environment, e-development, etc. which were largely based on requests of NBS. However, analysis of gathered and disaggregated data is a challenge, because NBS does not view itself as one of the bodies that should be analyzing data to contribute to evidence-based policy making. Furthermore, the insufficient financial and human resources in NBS represent a challenge in terms of data dissemination to various stakeholders and users.

Further, undertaken interventions were not designed specifically as institutional capacity development activities. With the risk of staff rotation and lack of opportunities for human resource development, some of the project's achievements may be undermined if not embedded institutionally. Therefore, at the next stage the Joint Project will make efforts towards and support NBS in developing institutional mechanisms for providing training and skills development courses for NBS staff (to upgrade skills in line with a human resources policy) and for data users (basic training and courses). Given the high professionalism of NBS staff these would be the main participant in the provision of the trainings on topics related to statistical fields (including gender statistics) and methodological issues.

Key area that requires further support of the Joint Project and that have received less attention so far is institutionalization of capacity building and training to continuously upgrade skills of staff from NBS, including strengthening capacities of NBS deconcentrated services to produce multi-dimensional disaggregated data, and increase statistical literacy and monitoring and evaluation skills of line ministries, local authorities and civil society organizations.

To address the above mentioned gaps and needs NBS is considering the idea to establish (in a year timeframe) a Training Unit/Center to support statistical skills development (on continuous basis) for NBS staff and provide training courses on statistics tailored to the needs of the different user communities. The target group will be NBS staff and CSOs, media, think tanks.

The establishment of such a Training Unit is justified by the persistent need to address three major gaps, namely:

- (i) insufficient cooperation and trust between data producers and users;
- (ii) weak capacities among national and local authorities, CSOs and academia to use statistical data for evidence-based policy making, analysis and monitoring, as well as advocacy;
- (iii) lack of quality training capacities and institutionalized systems for statistical skills development.

The final objective is that the Training Unit sub-ordinate develops and provides the above mentioned courses/trainings in partnership with NBS staff, academia and other (national/international) experts tailored to the needs of the different user groups.

# **Objective of assignment**

Responding to the institutional development needs of NBS, Joint UN Project on Strengthening the National Statistical System is **seeking to contract a consulting company**, with relevant experience, **to elaborate the feasibility study for establishment of a Training Unit/Center to improve statistical literacy and develop data use skills and abilities of the public.** The respective study will be used to support the decision-making process of NBS based on a cost benefit analysis of the actual situation and viability of such a unit (as an integral part of NBS structure or a separate entity) and eventually will be used in process of its establishment.

This analytical tool should further safeguard against wastage of resources' investment in the creation of such an entity through providing clear supporting evidence for its establishment and possible limitations. The study will be based on a market research and analysis, as well as advanced practices identified in the European countries and other regions and (at least) traditional business analysis techniques will be used for its development.

The final objective of the expected feasibility study is to identify the major possible obstacles on the road to Unit's success and to determine the true (economic) viability of the Training Unit concept.

Thus, the national stakeholders will be provided with a well-designed feasibility study that will provide a background of the project, description of the potential products or services, details of the operation and management of the Unit,

marketing research and policies, financial data, legal requirements and tax obligations applied in the national context. It will also uncover the strengths and weaknesses of the proposed venture, opportunities and threats as presented by the existing environment, the resources required and the prospects for success.

The produced analysis should conform with the existing legal and regulatory environment of the country, as well as national policies and strategic papers relevant to the assignment. This activity will be carried out in close cooperation with NBS and serve as a prerequisite and justification for the process of establishing the Training Unit.

# Scope of work

Taking into consideration the justification of the need to institutionalize the statistical literacy capacity building of the society, as well as the national environment (context, legislation, strategic papers) and advanced European practices (related to national statistical offices ), the Consulting Company should:

- A. analyze the general state of affairs (environment), reasons and factors (economic, legal, operational, reasonable timetable, market, resource (technical & human), financial, etc.) for creation of the Training Unit/Center and assess its feasibility (conditions to be complied);
- B. if the creation of the Training Unit/Center is technically and legally feasible, to propose possible solutions for its setting up and estimate the resources (assuming moderate cost) needed for this.

# Tasks and responsibilities

In order to achieve the envisaged objectives, the **CONSULTANCY COMPANY**, under the overall supervision of the NBS & Project, will have the following major responsibilities and perform the following activities:

- 1. **Desk review** through thorough analysis of the background and reference materials:
  - a. Legal and normative framework on statistics;
  - b. Functioning regulation and organizational structure of NBS;
  - c. Functional reviews of the NBS undertaken in the framework of the central public administration reform;
  - d. Development strategies and plans in statistics;
  - e. NBS activity reports;
  - f. previous global assessment of the national statistics;
  - g. data user opinion pools;
  - h. etc.
- 2. Perform a situation (market) analysis of the area/sector of concern (capacity building on statistics) which will include, but not be limited to:
  - a. Analysis of the available supply of training opportunities in general, and statistical literacy in particular, in the country (national and, if relevant, local level) on both public and non-government sectors (formal and informal);
    - i. scope of training providers in action and areas of their activity;
    - ii. relevance of training services suppliers;
    - iii. training products and services provided/available, areas/topics covered, training delivery modalities applied;
    - iv. regulatory framework and operation procedures followed;
    - v. target groups addressed by the provided trainings;
    - vi. stakeholders involved (funders, authorities, academia, others);
    - vii. total market coverage and competition's state;
    - viii. suppliers' sources of finance for capacity building activities and existing gaps;
      - ix. Strengths and weaknesses of training services suppliers (best practices, overall performance, operational sustainability, human and financial resources, quality of training methodologies and portfolios, etc.)
    - x. etc.
  - b. Estimation of the demand for training services in general, and statistical literacy in particular:
    - i. key variables that determine the current demand for capacity building;
    - ii. demand breakdown by types/categories of data users, gender, geographic location; area of interest;
    - iii. types of training services mostly needed/requested;
    - iv. etc.
  - c. On the basis of a. and b., define the overall characteristic of the sector, also touching upon the existing institutional models, products and services; key policy and regulatory instruments pertaining to the sector, authorities' and funders participation;

- 3. Using the findings of the environment situation analysis, develop a **study** and provide practical recommendations **on the feasibility** of establishing and running a training service unit in statistics, within NBS structure or as an independent entity (or whatever option). This would include assessment and analysis aimed to:
  - a. propose the most relevant legal status of the future Training Unit;
    - i. option when Unit is subordinated to NBS
      - then determine a plan for an eventual adjustment of the NBS's organizational structure;
      - the Training Unit's structure and functions should be considered as part of the optimized organizational structure of the NBS (currently under consideration of the Government) in order to determine the most feasible entry points for such a Training Unit.
      - the option of expanding the existing Sampling Survey Section (which is carrying out training for the network of field interviewers/enumerators) could be considered as well.
      - ii. other options (independent entity, quasi independent entity, etc.);
  - b. identify the specific areas/sectors (social protection, labour, education, gender equality, health, etc.) where the statistical literacy training services would be of highest demand. Regional best practices, as well as experience and lessons learned from providing training actions will be also used.
  - c. describe the services, products and facilities to be provided by the Training Unit;
    - As envisaged by the NBS, the Training Center should:
      - i. include opportunities to develop new methodologies, statistical papers (and participation) for international events, and providing methodological guidance to researchers on statistical tools and analysis;
      - ii. offer room for in house research, learning and skills development for NBS staff and could offer internship possibilities for students in the field of statistics;
      - iii. develop training modules and provide courses on statistical literacy and gender sensitive disaggregated statistical data analysis for civil society organizations, academia, media and private sector. The respective trainings will be conducted on the basis of both, the training courses on statistical literacy previously developed by UNDP<sup>2</sup>, which could be modified and partners who have been trained in the past could be involved, or new modules will be developed, including the Training of Trainers component. These courses should be provided with the clear aim that further trainings at national and local level are being carried out by the newly trained trainers, in particular consisting of NBS staff. Local level trainings can be provided in close cooperation with the NBS's regional branches and UN's regional and local level projects.
  - d. assess the operational feasibility by measuring of how well a proposed option solves the problems&gaps related to the weak statistical literacy of the public, and takes advantage of the opportunities identified during the situation analysis;
  - e. identify (estimate) potential target groups /beneficiaries/ audience; *Note:* The public servants from the central public administration will not be considered as this target group of data users will be trained through the Academy of Public Administration.
  - f. estimate potential incomes and revenues of the Training Unit and benefits for the institution (NBS), for the statistical system and for the public in general;
  - g. conduct a cost-benefit study, analyzing the expected impact of establishing a Training Unit and estimating the development and operating costs, identifying the resources and volume of initial investment necessary for creating and functioning of the Training Unit;
  - h. establish the list of stakeholders and their involvement in the activity of the new entity;
  - i. propose activities to be undertaken on behalf of the authorities and relevant funders (donors and investors) to fill the gaps in supporting the provision of training services within the new entity;
  - j. analyze and propose scenarios for possible payment modalities/schemes and rates for training services provided by the Training Unit so that the financial sustainability of it is gradually ensured; Total project costs, projected cash flow and profitability will be also estimated;
  - k. draw up the draft Regulation for the functioning and legal operation of the Training Unit, as well as its functional structure.

Training Unit's legal basis and areas of responsibilities will be drafted based on the experience and best practices of other national statistical offices (one example could be the National Center of Statistical Training in Romania).

- 1. Formulate a tentative action plan and methodology for the establishment of the Training Unit including steps to follow, resources to be attracted and reasonable implementation timeframe. Some projects are initiated with specific deadlines. The Consulting Company will determine whether the deadlines are mandatory or desirable in this specific case.
- 4. Production of the final presentation and reports in draft and final versions (in Romanian and English).

<sup>&</sup>lt;sup>2</sup> A ToT on statistical literacy for CSOs in Moldova was provided in 2008. The training package aims to strengthen civil society actors to understand and use the information collected to support country achievement of the MDGs through evidence-based policy making and planning. The training course was designed for basic and advanced level of statistical literacy. More information: <u>http://europeandcis.undp.org/uploads/mdgtraining/</u>

The Contractor will notify the Project Team & NBS of the Team of consultants to be involved in the assignment, any changes in the composition should be coordinated with Project team. It is the responsibility of the Contractor to supervise who would ensure the high quality of results. NBS and Project may decide to provide technical support to the Contractor at key stages of the assignment which may include: review of proposed working methodology; monitoring of the quality control system to evaluate progress and refocus if necessary; review of first draft report and recommendations for production of the final report.

The Contractor will make sure the exercise follows the agreed upon time schedule and will be accountable for the quality delivery of the analysis's outputs to the Project Manager, who will approve contractor's deliverables. The National Project Coordinator will supervise the progress and quality of each stage and the overall process.

### The NATIONAL BUREAU OF STATISTICS will be responsible to:

- Nominate the responsible staff to support the Contractor in accomplishment of the present assignment;
- Provide necessary informational and logistical support;
- Provide the Contractor with a number of relevant background documents and reports available related to the purpose of envisaged analysis. Such reports and results are to be used solely for this activity and are not for other purposes unless permission is granted by NBS;
- Promptly endorse the materials submitted by the Contractor.

# **Deliverables, expected Outputs and timeframe**

The Consulting Company will produce and deliver the following outputs:

Deliverships and Outputs.	Tontativa timofromo
Deliverables and Outputs	Tentative timeframe
1. Detailed approach, working methodology, tools (on data collection), analysis techniques to be applied during the assignment by envisaged stages	Within 2 weeks from
<ol> <li>Detailed Action Plan, also including timelines and dates of outputs' delivery, as well distribution of responsibilities</li> <li>(to be agreed with NBS and Project)</li> </ol>	contract date
3. Brief outline and structure of the future feasibility report	Within 3 weeks from
(to be agreed with the Project and approved by NBS)	contract date
<ul> <li>4. Feasibility study on establishment and running of a Training Unit/Center to improve statistical literacy and develop data use skills and abilities of the public <ul> <li>Is aimed to identify obstacles and determine the true viability of the Unit;</li> <li>Will cover market issues, technological and organizational requirements, financial overview;</li> <li>Will contain 2 major chapters/parts: <ul> <li>market/situation analysis (characteristics of demand and supply, competitors/key players, addressed focus groups, constrains faced, opportunities available, financial viability, ),</li> <li>study on feasibility of Training Unit in statistics (legal and regulatory framework, readiness to comply with imposed requirements, functioning portfolio, target groups, thematic coverage of training services, financial viability and sustainability, implementation plan etc.);</li> <li>Will contain Annexes: draft Regulation for the functioning and legal operation of the Training Unit and its functional structure; tentative action plan and methodology for the establishment of the Training Unit including steps to follow, resources to be attracted and reasonable implementation timeframe; other annexes;</li> <li>The report will be presented in three versions: first (in Romanian) and second draft report (after incorporation of comments and additional data/information which became available meanwhile) (in Romanian and English), and full-fledged paper (in Romanian and English).</li> </ul> </li> </ul></li></ul>	Draft paper – within 2 months from contract date Final report – within 3 months from contract date During submission of the
5. Hard and digital files produced during or as a result of the accomplished Survey: (i) questionnaires; (ii) records; (iii) primary and final data collected, (iv) other related materials. The results of the study will become the property of NBS and will be for internal use, thus they should not be used without permission of NBS.	last deliverable
6. Presentation of outputs to the key stakeholders (in particular NBS and the Project staff), including a certain number of printed copies of the feasibility studies in both languages	Within 2 weeks after the approval of the final report
7. Narrative completion report on accomplishment of assignment (in Romanian and	In 1 week after
<i>English</i> ) and use of funds, in electronic and hard copies.	presentation of results.

The activities under the present assignment are expected to commence at the **beginning of May 2011** and end before **September 1, 2011**. Nevertheless, the above-mentioned timeframe is tentative and will be finally agreed once the Contractor is selected and the consultants' team identified.

# **Project management**

The activities of assignment will be supervised by and coordinated with the Program Manager, on behalf of UNDP, and National Coordinator, on behalf of NBS.

# Special requirements to Applicants profile

The Applicant would be an analytical think-tank with proven successful experiences in conducting similar studies. The Application should contain the concrete names of qualified team of professionals /experts who will be involved in the consultancy, with clear description of their experience/record in Moldova and internationally. Also, there should be clear distribution of responsibilities among individual members of the organization's consultancy team. The partner organizations, if any, should have clearly defined roles and responsibilities.

# Minimum qualifications criteria

C.

Interested organizations should meet the following minimum qualification criteria which make the Applicant eligible for this assignment:

- a. Officially registered legal entity or mixed organizations/ consortium;
- b. Active in the last 5 years and have at least 5 years of proven experience in:
  - ~ Business plans development;
  - ~ Feasibility Studies and Cost-Benefit analysis conducting;
  - Experience in working with government/public organizations;
- d. Experience in implementation of projects related to the capacity building or education area would be an asset;
- e. Knowledge of the peculiarities of the national statistical system (mission, functions, responsibilities, key stakeholders, etc.) would be an asset;
- f. Previous experience in working with international organizations and capacity to properly manage a contract/subcontract/grant under a donor funded effort;
- g. Participation in international projects or working experience in transition and EU countries;
- h. Ability to deliver final products of required quality, on time and within budget;
- i. Qualified team of experts with backgrounds in economics, social science, public administration, finance, sector analysis and development, public services and infrastructure, economic, development and management of projects (public/ business), legal and public asset management, etc.;
- j. Activities on the Technical Proposal should be stipulated clearly and be relevant for the achieving of the assignment objectives.

Only the financial proposals of Offerors satisfying the main criteria will be considered. Detailed *Technical Evaluation Criteria* are provided in Annex 1 to the Request of Proposal (*point E. Opening and Evaluation of Proposals*).

The operational and technical part of the Proposal shall contain the documents mentioned in Annex 1 of the Request for Proposal (*Point B. Solicitation documents*).

# Annex IV

### 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 sixty (60) 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.

of year

Dated this day /month

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

# 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.

The price schedule cay also include own contribution of Offeror.

In addition to the hard copy, if possible please also provide the information in electronic format on CD or diskette.

Price	Schedule:				
	est for Proposals for Services for E	laboration of a fe	asibility study for	establishment and	running of a
	ning Unit in statistics ription of Activity/Item	No of Staff	No of days/ months/ units	Rate per day/ month/ unit	Estimated Amount
1.	Remuneration of consultants involved				
1.1	Services of involved experts				
1.2	Field work ( <i>if any</i> )				
	Sub-total				
2.	Out of Pocket Expenses				
2.1	Communications				
2.2	Reproduction and Reports				
2.3	Translation				
2.4	Travel				
2.5	Materials, supplies and equipment				
	Others				
	Sub-total				
	Total				