



Moldova

Request for Proposal (RFP)

Ref. No: **RfP12/00491**

Date: **January 11th, 2012**

Dear Sir/Madam,

Subject: RFP for the design and development of the Parliamentary Website for Children

1. You are requested to submit a proposal for the **design and development of a Website for Children on the functioning of the Parliament of Moldova**, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule/Financial Proposal (Annex V)
3. Your offer comprising of technical proposal and price schedule/financial proposal, in separate sealed envelopes, marked with **“RFP: Design and development of the Parliamentary Website for Children”** should reach the UNDP office no later than **27 January, 2012 12:30 hours**, 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: Design and development of the Parliamentary Website for Children”**

Contact person for clarifications: **Sergiu Galitchi**, Project Manager,
UNDP “Support to Parliamentary Development Project (sergiu.galitchi@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,

Sergiu Galitchi, Project Manager, UNDP

Instructions to Offerors**A. Introduction****1. General**

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies that have the necessary capacities to design and develop a website (URL: <http://pentrucopii.parlament.md>) for the purpose of preparing children (aged between 10-15) for the voting process and familiarizing them with the principles of Parliamentary activities.

The Parliament of the Republic of Moldova has approved the Strategy on Information Management System for 2011-2015. Part of the Strategy is expected to be carried out in 2012, and namely the design and development of a Website containing resources for children and teachers to prepare children for the voting process, on civic education and clarifying the principles of Parliamentary activities.

Based on the experience of European countries such as Netherlands and the United Kingdom, as well as countries with an advanced educational system (New Zealand and Australia), it was considered reasonable to develop a special version of the Parliament of Moldova website dedicated to children (with a special design and concept dedicated to this target group).

The main task of this website is to prepare children in advance for the voting process and to inform them on the Parliamentary legislative activity. This Website will contain interactive games and tests; by accessing them, children will learn more about the elective and legislative process during their lessons.

In the context of implementation of the Strategy on Information Management System for 2011-2015, UNDP - Moldova is seeking to select a company to provide services of design and development of the Parliamentary website for children (<http://pentrucopii.parlament.md>).

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:

- 1) Detailed technical proposal with detailed description of the design concept, work plan and warranty;
- 2) Detailed financial proposal (presented in a separate envelope, as described in the 'Instructions to Offerors' Section);
- 3) Company profile;
- 4) Copy of registration certificate and activity licenses in the field;
- 5) Letters of recommendation;
- 6) CVs of proposed staff;
- 7) Samples of similar products and contacts from three previous contractors for whom the company implemented contracts comparable with the specifications of the present request;
- 8) 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 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. For comparison purposes, all other currencies shall be converted into **Moldovan Lei** using the UN Operational Rate of Exchange on the day of the competition deadline.

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: Design and development of the Parliamentary Website for Children"

(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: Design and development of the Parliamentary Website for Children**”. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: “**Financial Proposal for RFP: Design and development of the Parliamentary Website for Children**” - 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 **27 January, 2012 12:30 hours**, 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 Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
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

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	50					
1.2	Technical capacities of the offeror to ensure high-quality of developed products;	15					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	30					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may	15					

	affect project implementation, but properly done it offers a chance to access specialised skills.						
1.5	Relevance of:	100					
	- Specialised Knowledge	40					
	- Experience on Similar Program/Projects	40					
	- Work for UNDP/ major multilateral/ or bilateral programmes	20					
		210					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	30					
2.2	Have the important aspects of the task been addressed in sufficient detail?	20					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is the proposal based on a preliminary research concerning Parliament's functionality and was this data input properly used in the preparation of the proposal?	50					
2.5	Is the conceptual framework adopted appropriate for the task?	50					
2.6	Is the scope of task well defined and does it correspond to the TOR?	110					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70					
		350					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel							
3.1	<i>Senior Trainer/Team Leader</i>	75					
		Sub-Score					
	General Qualification	75					
	Education and general qualifications	15					
	Prior experience of team/group leader in undertaking similar tasks	25					
	more than 5 years of professional experience in developing ICT, web products and providing trainings	25					
	- <i>Language Qualifications</i>	10					
3.2	<i>Team members/experts</i>	65					
		Sub-Score					
	General Qualification	65					
	Experience in working with international organizations	15					

/companies									
More than 3 years of professional experience in developing ICT, web products and providing trainings	30								
Experience with UN or other donor agencies	10								
- Language Qualifications	10								
Total Part 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

- 18.1 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

Design and development of the Parliamentary Website for Children
(<http://pentrucopii.parlament.md>)

(a) OBJECTIVES:

Selection of a specialized company to design and develop a website (URL: <http://pentrucopii.parlament.md>) for the purpose of preparing children (aged between 10-15) for the voting process and familiarizing them with the principles of Parliamentary activities.

(b) BACKGROUND:

The Parliament of the Republic of Moldova has approved the Strategy on Information Management System for 2011-2015. Part of the Strategy is expected to be carried out in 2012, and namely the design and development of a Website containing resources for children and teachers to prepare children for the voting process, on civic education and clarifying the principles of Parliamentary activities.

Based on the experience of European countries such as Netherlands and the United Kingdom, as well as countries with an advanced educational system (New Zealand and Australia), it was considered reasonable to develop a special version of the Parliament of Moldova website dedicated to children (with a special design and concept dedicated to this target group).

The main task of this website is to prepare children in advance for the voting process and to inform them on the Parliamentary legislative activity. This Website will contain interactive games and tests; by accessing them, children will learn more about the elective and legislative process during their lessons.

In the context of implementation of the Strategy on Information Management System for 2011-2015, UNDP - Moldova is seeking to select a company to provide services of design and development of the Parliamentary website for children (<http://pentrucopii.parlament.md>).

(c) SCOPE OF WORK AND EXPECTED OUTPUT:

The primary objective of designing and developing the website <http://pentrucopii.parlament.md> is to create an informational and educational resource about the Parliament of Moldova that would include: interactive games, tests, manuals, booklets, relevant information necessary to familiarize children with the elective and legislative process.

Implementation of such informational resource will allow building a political culture starting from school and limit future political absenteeism.

The Website is intended for students and teachers and may serve as an informational and methodological resource for the discipline "Civic Education".

Methodology

As a methodology to develop the Parliamentary website for children (<http://pentrucopii.parlament.md>) the basic international recommendations should be taken into account, including:

- recommendations of the *World Wide Web Consortium* (W3C)(<http://www.w3c.org>) on quality of Web sites content, the possibility to view the correct information using the widely used Internet browsers and the compatibility with different computer platforms;

- W3C (<http://validator.w3c.org>) recommendations of website testing. All the WebPages of the location shall be tested according to these recommendations.
- WAI (*Web Accessibility Initiative*) (<http://www.w3c.org/WAI>) recommendations on ensuring the possibility to use the website resources by people with disabilities;
- WCAG (*Web Content Accessibility Guidelines*) (<http://www.w3.org/TR/WCAG20/>) recommendations

Also, if state symbols are present or to comply with the general principles of interface design, the relevant regulations applicable for the Web sites belonging to public authorities in Moldova will be taken into consideration:

- Order no. 46/33 of 17.04.2007 on the Approval of Standard Requirements for the official websites of public authorities in the Internet (Official Gazette of 06.15.2007 no.82-85/375).
- Government Decision no. 668 of June 19, 2006 "On the official websites of public authorities in the Internet".

Requirements concerning the working language and trainings

All project related documentation shall be developed in the Romanian language. Communication with UNDP Parliament Project will be done in English.

The training will be held in Romanian language for a group of maximum 5 civil servants from the Secretariat of Moldovan Parliament.

Total Duration of Site Development and Implementation

The effective development and implementation of the website (except for the warranty for the production testing period and warranty after the signing of delivery-reception act) shall not exceed **60 working days**.

Required activities

To achieve the objectives set for the construction of the Parliamentary website for children, the company selected to design and develop the website <http://pentrucopii.parlament.md> will conduct the activities and deliver the services specified in the Table 1.

Table 1. *Required activities and services*

ACTIVITIES	ACTIONS
Activity 1: Development of the concept of design, structure and technical specifications of the website http://pentrucopii.parlament.md <i>Period of implementation: 5 days</i>	1.1. Website concept developed and approved by the representatives of the Parliament 1.2. Development of technical specifications for the client interface and the website administration system 1.3. Development of technical specifications for website graphical design.
Activity 2: Graphical design and HTML coding <i>Period of implementation: 10 days</i>	2.1. Development and presentation of at least 2 versions of graphical design. 2.2. Modification and final approval of the graphical design

ACTIVITIES	ACTIONS
	2.3. Cutting the graphic design and its HTML coding 2.4. Refining of the graphic elements of the cut graphic design
Activity 3: Development of website program coding <i>Period of implementation: 15 days</i>	3.1. Design and development of the website data basis 3.2. Public interface programming 3.3. Programming of the content management system 3.4. Ensuring the quality of program code development works
Activity 4: Interactive games development <i>Period of implementation: 20 days</i>	4.1. Development of an interactive game to explain the decision-making process in different power systems (dictatorship, democracy) and to prove the advantages of democracy versus dictatorship. 4.2. Development of an interactive game to explain the process of adopting laws in the Parliament 4.3. Development of an interactive game to explain the process of electing members of the Parliament and show the effects of not participating in voting. 4.4. Other interactive games related to Parliament activity or the elective process.
Activity 5: Website installation and configuration <i>Duration: 8 days</i>	5.1. Installation and basic configuration of the data basis on server 5.2. Website installation and configuration, introduction of primary information.
Activity 6: Training of staff in website administration <i>Duration: 5 days</i>	6.1. Delivery of the website administration Guidelines 6.2. Training for the administrator of the website of the Parliament of the Republic of Moldova
Activity 6: Site active warranty <i>Duration: 20 days</i>	6.1. There are 20 working days planned from the signing the handing over protocol during which adjustments will be made to the program code, medium complexity changes, adjustments. 6.2. After expiry of of the 20 days warranty, the warranty shall be extended for another 12 months for technical and advisory assistance or changes to program code caused by program errors made by the designer.

Outputs

The final product shall be composed of software artefacts and system documentation and knowledge transfer to the holder and system administrator. The system artefacts include:

- The website <http://pentrucopii.parlament.md> installed, configured and launched on the platform of the beneficiary;
- The source code for components developed under this project;

- Libraries and special tools necessary for the compilation of system components;
- Introduction of primary information (up to 40 documents);
- Final product packed for an easy installation on the proposed technological environment;
- Website installation and configuration documentation;
- User's Manual;
- Administrator's Manual (including the Contingency Plan);
- Technical Specifications for the interfaces published in the information system;
- Testing plan and the results of internal testing;
- Total number of artefacts copies to electronic devices (CD-R sau DVD+-R)

Knowledge transfer and support shall include artefacts and services:

- Training manuals;
- Users and administrators training;
- Assistance during the system piloting period;
- Assistance during the system acceptance testing period;
- Assistance in putting the system in production;
- Solving the gaps identified during the piloting and acceptance testing

During the post-production:

- Technical post-implementation support for a period of 12 months.

(d) TECHNICAL REQUIREMENTS FOR THE DEVELOPED SOLUTION:

General features of the website <http://pentrucopii.parlament.md>.

1. URL address:

The Parliamentary website for children will have the following URL address: <http://pentrucopii.parlament.md>. At the same time a request can be submitted to SE MOLDDATA to reserve the domain name <http://www.parlamentpentrucopii.md> to point to the same site.

2. Requirements concerning the website accessibility.

The website must be accessible to all categories of users, including:

- the colour palette at least 16 bits;
- minimal resolution 1024 x 768;
- using PC or Macintosh platform and one of the following browsers - *Microsoft Internet Explorer, Mozilla FireFox, Safari, Opera and Google Chrome.*

The Parliamentary website for children must meet the minimum requirements of accessibility described by the World Wide Web Consortium (W3C) in <http://www.w3.org/TR/WCAG20/>

3. Requirements concerning the website graphic style

The graphic style and visual concept of the website <http://pentrucopii.parlament.md> must generally comply with corporate style elements of the Parliament of the Republic of Moldova. However, the idea is not of a corporate site, but one dedicated to children. Thereby, the website should be attractive, dynamic, with predominant use of multimedia elements.

The design of the Parliamentary website for children should ensure:

- efficient placement of different types of information;
- efficient access to site content to users with different levels of computer skills (especially children);
- intuitive access to site features;
- quick search of relevant information;
- logical presentation of the structure and content of the site while using different types of monitors or resolutions.

The design of the web site should be done by using a combination of colours and styles pleasant to the eye and attractive to visitors target segment (10-15 years). The main focus will be on interactive elements performed with Adobe Flash or Microsoft Silverlight technology. The interface of the website will be done in Romanian and Russian versions.

Technical constraints of the website: <http://pentrucopii.parlament.md>.

The web site will be hosted on the server of the Parliament of the Republic of Moldova. Given this, the site functionality should be done based on the following restrictions:

- Operation system: Windows 2008 Server;
- Server WEB: IIS;
- Programming language: ASP .NET;
- Data bases administration system: Microsoft SQL Server;
- Animation development platform: Microsoft Silverlight or Adobe Flash;
- Codification information: UTF-8

It will not be possible to install and configure on server the software products other than those specified, which means that bids with PHP, mySQL, Apache will not be eligible.

Requirements Concerning the Website Content Management System

The content of the site will be administrated through a Content Management System (CMS) with a friendly interface in the Romanian language. The CMS of the website <http://pentrucopii.parlament.md> should give the administrator a number of functionalities, some of the most important are listed below.

1. *Ensuring the possibility of site structure administration.* The definition and dynamic administration of the site structure should be possible. It should be possible to define (create/modify/suppress/reorganize) the structure categories and subcategories. It should also be visibly possible to configure the rules of presentation and administration of site navigation menu options.
2. *Ensuring content editing mechanisms* The Content Management System will provide for the possibility to visually edit the content of any page of the website (there should be the possibility to take over the text in MS Word or formatting it via an interface similar to that of MS Word). There should also be mechanisms of storing documents in other formats than HTML (DOC, PDF, PPT etc.) For all documents there should be the possibility of completing the following metadata for documents placed on the site:

- a. document title;
 - b. document publishing date;
 - c. document summary;
 - d. document bibliography (author, edition, issuer etc.)
 - e. document context image;
 - f. document content (in HTML format, attached DOC/PDF/XLS/ZIP/RAR file or URL reference to an internal document or external site).
3. *Providing the possibility to define the rules of presentation of information on the site.* CMS should allow to visually define the rules of information presentation on the website for the home page and the content pages.
 4. *Providing the possibility to define the information according the order of its publication.* CMS will allow the definition of 3 types of menu categories content posting: LILO, LIFO and explicit definition of the order of documents' execution, irrespective of the time of their placement.
 5. *Providing for the possibility to configure the home page.* The CMS will include effective mechanisms to manage the main page of the site through which the homepage layout will be shaped (banner management, information units, design elements, etc.).
 6. *Ensuring the possibility of system configurations administration.* The Content management system will allow updating information on site general data (located usually in the footer): contact, address, copyright and general system configuration definition: number of documents displayed on the page, meta tags values, image processing configurations, etc.
 7. *Providing for the possibility to view the site visits statistics.* The Content Management System will provide for an internal mechanism of statistical analysis of the site visits <http://pentrucopii.parlament.md>. An alternative would be the implementation of *Google Analytics*.

The delivered IT solution will comply with general rules for security of data published on internet. The administrators and operators of the website will be able to access the Content Management System only from certain IP addresses and the system will automatically block certain IP addresses from which there are attempts to obtain unauthorized access.

The Content Management System will guarantee the complete storage and integrity of all documents and recordings. The access to CMS shall be controlled through authentication of authorized users. All the actions of authorized users will be recorded in electronic registers.

The Content Management System should have the technical capacity to establish the user authorization level by external authentication services (Intranet Portal of the Parliament of the Republic of Moldova or the Parliament's web page). The Content Management System shall have the restoring functionality in case of technical errors resulting in the loss of file or data basis integrity.

Requirements concerning the public interface of the website

The public interface of the website should have an intuitive and user friendly navigation system (accessible to both adults and children). The graphic design should be balanced, elegant and user friendly. Standardized styles should be defined for all site sections. The site will have a bilingual interface: Romanian and Russian.

The public interface shall be accessible for the most popular internet browsers, such as: *Microsoft Internet Explorer, Mozilla FireFox, Google Chrome, Opera, Safari*. The site must have the same appearance regardless of the Internet browser used by visitors.

The content of the public interface will change dynamically based on modifications made through the Content Management System of the site. Thus the appearance of pages, information units and their content, graphic banners, site structure and content information will be changed through the Content Management System.

The public interface will be designed implementing different categories of pages. The biggest part of the content will be contained in the textual webpages. Since the site is designed for children, some interactive elements will have to be incorporated in the textual content of pages or interactive modules should be developed using Adobe Flash or Microsoft Silverlight technology.

The internet user will have a search mechanism for the site content to find the relevant information. The site will provide access via the RSS feed to allow the Internet users to monitor all site updates.

There will be some procedures to protect the information resources from destructive actions received from the Internet for the public interface. The delivered IT solution will comply with general security rules for data published on internet. The access to functions provided to unauthenticated users shall be controlled by means of protection against the information system overload by one or several network nodes

The system will be able to block automatically some IP addresses from which attempts of unauthorized access to the system are made. The Content Management System will have a set of visitors monitoring tools and monitoring of means of unauthorized access attempts to data basis or the Content Management System have been made (*sql injection, flood injection, DoS attack, etc.*).

Developed multimedia elements

The Parliamentary website for children will include multimedia elements (header, banners, and games, tests) to enhance attractiveness for children. All multimedia elements will be build using Adobe Flash or Microsoft Silverlight technology.

Along with multimedia elements there will be a number of interactive games that would present interactively the topics of interest on the website:

- Mock exercise for a law passing through the legislative process within the Parliament (see example <http://www.explore.parliament.nz/Interactives/Zilargoye/shell.html>);
- Mock game for different types of government: democracy, dictatorship, etc. (see the example <http://www.explore.parliament.nz/Interactives/Flizilbee/shell.html>);
- Country values (<http://www.peo.gov.au/kidsview/democracy/freedom.html>);
- Online tests or other interactive elements.

Indicative site structure

After having analyzed similar resources of the Parliaments of other countries (Australia - <http://www.peo.gov.au/kidsview/>, New Zealand - <http://www.explore.parliament.nz>) it was agreed to implement the first stage of the following structure for Moldovan Parliament website for children

(Content Management System will have a mechanism of modification and continuous development of structure):

About the Project

News

Partners

- State institutions
- International institutions
- Civil Society

For parents and teachers

- Electoral process
- Legislative process
- Democracy
- Parliament of the Republic of Moldova
- Parliament values

The Parliament for children

- Electoral process (interactive games)
- Legislative process (interactive games)
- Democracy (interactive games)
- Online tests

Publications and resources

- Multimedia resources
- Video spots
- Audio spots
- Flyers
- Electoral process
- Publications
- Presentations
- Legislative process
- Publications
- Presentations
- Democracy
- Publications
- Presentations
- Parliament of the Republic of Moldova
- Publications
- Presentations

Contact us

Management Arrangements

The contractor will work under the guidance of UNDP's counterpart at the Parliament of Moldova and in close cooperation with the Parliament Project Chief Technical Advisor – for substantive aspects of the assignment, under the direct supervision of the Project Manager – for administrative

aspects and with National IT Consultant for technical aspects. The contractor will report to the Parliament appointed representative and the Project Manager.

REPORTS

The contracted company will deliver all documents related to the corresponding documents specified under *Deliverables* within 5 days from finalization of works for each stage.

By the end of the project a final report shall be submitted comprising a summary of all project activities. The Report shall describe how the project objectives were achieved. It will highlight the deliverables and recommendations for maintenance and continuous improvement of information security management system within the Parliament of the RM.

All documents shall be delivered in hard copy (2 originals) and electronically on CF/DVD (2 copies).

ELIGIBILITY

Interested organizations should meet the following minimum qualification criteria:

- Legally registered entity;
- Excellent technical capacities to ensure smooth and high-quality implementation of the assignment;
- Trained and qualified staff;
- Proven experience in conducting similar activities;
- Experience in working with parliament, government organizations/public international organizations;

Working experience with UN Agencies and other international organizations is an asset.

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 in electronic format on CD.

Price Schedule*:					
RFP: Design of Moldovan Parliament Website for Children					
Description of Activity/Item		No of persons /units	No of days/month /units	Rate per day/month / unit	Total Fee per Assignment, MDL
1.	Remuneration				
1.1	Task Manager				
1.2	Experts				
	Sub-total 1				
2.	Out of Pocket Expenses				
2.1	Travel				
2.2	Communications				
2.3	Reproduction and Reports				
	Sub-total 2				
3.	Other costs (please specify)				
3.1					
	Sub-total 3				
GRAND TOTAL (Sub-total 1+Sub total 2+Sub-total 3)				MDL	

*Additional budget details explaining the calculations are welcomed.