



Request for Proposal (RFP)

Ref. no. **RFP12/00514**

Date: **2 April 2012**

Dear Sir/Madam,

Subject: RFP on Assessment of available statistics and setting up the monitoring framework on socio-economic development at sub-national level and operation of Joint Information Service Bureaus.

1. You are requested to submit a proposal for consultancy 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, in separate sealed envelopes, marked with **“RFP: Monitoring framework at sub-national level”** should reach the UNDP office no later than **25 April 2012, 12:00**, local time.

Offers can be submitted either in hard copy or electronically.

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

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

b) Offers sent electronically need to be addressed to the following e-mail address:

tenders-Moldova@undp.org

Offers shall be clearly marked with **“RFP: Monitoring framework at sub-national level”**

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 handwritten signature in blue ink, appearing to read 'A. Spataru', is written over the typed name.

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 **Assessment of available statistics and setting up the monitoring framework on socio-economic development at sub-national level and operation of Joint Information Service Bureaus**. 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 obtaining 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 clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

10. Proposal prices

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

11. Proposal currencies

All prices shall be quoted in **Moldovan Lei and shall be exclusive of VAT.**

12. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

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

13. Format and signing of proposals

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

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

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

14. Payment

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

D. Submission of Proposals

15. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –

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

and,

- marked with - “**RFP: Monitoring framework at sub-national level**”
- (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: Monitoring framework at sub-national level**”.

The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: “**Financial Proposal for RFP: Monitoring framework at sub-national level**” - 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 2012, 12:00**, local time.

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

17. Late Proposals

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

18. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

19. Opening of proposals

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

20. Clarification of proposals

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

21. Preliminary examination

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

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

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

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

22. Evaluation and comparison of proposals

A two-stage procedure will be utilised in evaluating the proposals, including 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)	30					
1.2	Litigation and Arbitration history (if any, lack of such history – 0 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 (lack of them – 0 pts)	20					

1.6	Relevance of:						
	- Specialised Knowledge (<i>national & admin.statistics, governance, public services, local development, other fields relevant for RfP</i>)	30					
	- Experience on similar assignments with analytical focus (socio-economic analysis, evidence-based monitoring and evaluation reports, assessments, evaluations, researches, etc.)	40					
	- Experience in implementation of capacity building projects (training, guidance, etc.)	10					
	- Experience of work with government/public organizations (including multi-stakeholders)	20					
1.7	Previous successful experience of collaboration with UNDP and/or other international organization	10					
Total Form 1		210					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
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	Conceptual framework and activities on the Technical Proposal are stipulated clearly and are relevant/appropriate for the achievement of assignment/ToRs' 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	Logical and realistic work plan that ensures efficient implementation to the project	60					
Total Form 2		350					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel and relevance of their qualifications & experience							
3.1	Task Manager	Sub-Score	50				
	- Education and general qualification relevant for assignment	15					
	- Professional experience in:						
	o in undertaking similar assignments	20					
	o supervising/leading research/analytical studies and report writing	10					
	- International experience and language	5					
3.2	Task staff (senior and junior experts)	Sub-Score	90				
	- Education and general qualification relevant for assignment	30					
	- Professional experience in:						
	o in undertaking similar assignments	20					
	o analytical/monitoring/evaluation/ inventory report writing	30					

	- International experience and language	10						
Total 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.

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 References

Assessment of available statistics and setting up the monitoring framework on socio-economic development at sub-national level and operation of Joint Information Service Bureaus

Job Title: specialised company
Duration: April-August, 2012
Beneficiary: **Ministry of Labour, Social Protection and Family, Joint Information and Services Bureau, local public administration**
Contracting Authority: United Nations Development Programme (UNDP)
Duty station: Chisinau

BACKGROUND

Joint UN Project on Strengthening the National Statistical System of RM (Statistics Project) is currently implemented by the UNDP, UN Women, UNICEF, UNFPA and ILO, in partnership with the National Bureau of Statistics and aims at improving data collection, production, dissemination and use of statistical information with particular attention to national needs and overall conformity of official statistics with international standards. One of the Statistics Project's intended results is the **improved capacity** of the National Bureau of Statistics and other line ministries, involved in production of information (through administrative reporting system, surveys and censuses) **to produce**, in a timely manner, **data** of appropriate quality being multi-dimensionally disaggregated. The second expected result would be the **improved use** of available disaggregated statistics by different categories of data users in particular for evidence-based monitoring of policies, development strategies, programmes, etc.

In parallel, UN Women in partnership with the Government of Moldova (Ministry of labour Social Protection and Family and the Ministry of Economy), with financial support from the Government of Sweden, are implementing another Program on *Women's Economic Empowerment through increasing Employability in the Republic of Moldova*, which was designed to address the needs of the rural and sub-urban population, especially poor women in exercising their social and economic rights through increasing access to quality information and services in employment and social protection areas. This will be achieved through improving local services, building capacity of the relevant institutions as well as improving policy and legislation based on the gaps identified through their practical application on the ground.

The strategic planning and administration of public resources at any level of decision-making becomes efficient when **needs** and rights of the population, in particular vulnerable ones, are properly **secured and addressed**, and when the public authorities have sufficient capacities to **justify** their **decisions** and actions by relevant evidences. On the other hand, population, being sufficiently informed and willing to take use of the available evidence for their own benefit, has more opportunities to participate and influence decision-making and hold the authorities accountable for their actions.

Monitoring the policies, at both national and local levels, remains a main task of the Moldovan Government's agenda. Successful monitoring of state policies, through the use of statistical indicators, helps to measure society's problems and affairs and contributes to good governance at different levels by showing how the Government is using its institutional resources to manage these problems. The production of reliable statistics and **use of statistical data for evidence-based** policy design and monitoring is fundamental to human development, the achievement of the MDGs and further approximation to EU standards for the Republic of Moldova.

The recognition of the importance of equality of opportunities and the empowerment of women is explicitly expressed in the international commitments undertaken by Moldova (e.g. signing CEDAW, Beijing Platform, certain ILO conventions), as well as national legal and regulatory framework on gender equality (e.g. adoption of the Law on the Equality of Opportunities between Women and Men, the Law on the prevention and countering of family violence, National Programme for Ensuring Gender Equality 2010-2015, etc.).

National Development Strategy for 2008-2011 clearly defined **gender inequality** in pay, gender differences in poverty patterns in rural areas, specific support the women need on a labour market in rural areas and specific problems, which women were facing at the labour market and in public life. The conclusions of the 2nd national report on MDGs' achievement¹ stipulate the necessity of the Government together with society to initiate a process of rethinking and reconsidering the concepts of good governance and development from the gender equality point of view. This process should be focused on the gender problem at all stages and in all domains, concerning both participation and benefits.

By 2014, the Government of the Republic of Moldova, among its governance objectives² has (i) to encourage the local/regional initiative and promote the cooperation between the central and local public administration, and (ii) to perform a

¹ http://undp.md/presscentre/2010/MDG%20Report%20II/MDG2_RM.pdf

² Activity Programme of the Government of RM "Freedom, democracy, welfare"

<http://www.descentralizare.gov.md/doc.php?l=ro&idc=253&id=658>, Government Action Plan for 2011-2014 approved through Government Decision no. 179 as of 23.03.2011

balanced regional development by ensuring consistency between national sectoral policies and economic policies for local development. On the other hand, the Governing Plan incorporates also the commitment of the current Government in the domain of gender equality, detailed in objectives focused on equal opportunities in socio, economic, political and decision-making areas and relevant activities.

In the context of decentralization process launched in the country, the local authorities will be able to increase their role in completing the process of decentralization, to develop feasible policies for the local/regional development and to increase the capacity of different stakeholders at local level to implement these policies, only when sufficient evidence is made available through official and/or departmental statistics.

An important tool for increased efficiency and responsiveness of any reform and/or measure, which can ensure gender responsive policy planning and resource allocation, as well as service access and delivery, is statistics disaggregated by multiple parameters/dimensions. Different communities and groups of men and women in Moldova have diverse needs (based on their different roles and responsibilities in society) and unequal access to opportunities and resources, including capacities and means by which they can support various local services financially.

The collection and analysis of data disaggregated by multiple forms of vulnerabilities helps to examine differences in women's and men's lives, including those which lead to social and economic inequity for vulnerable people, to apply this understanding to national, sectoral and local policy development and service delivery and to achieve positive change for people subject to discrimination based on gender or other factors, which make them vulnerable. Thus, applying analysis based on the multiple-dimensions disaggregation of data at the very early stage and throughout the whole process of any reform, including monitoring and evaluation, removes the probability of eventual policy planning and resource management on the basis of wrong or assumptions and inaccurate/confusing stereotypes.

SPECIFIC CONTEXT

Related to statistical data

In the last few years, significant efforts have been made to increase the availability of **multi-dimensional disaggregated statistical data** (in particular in social fields)³ at the national and regional levels⁴, produced by the National Bureau of Statistics (NBS). System of statistical indicators is under continuous improvement and harmonization with international standards. Thus, the harmonized set of development indicators, at the national level, in a gender sensitive manner in the context of the MDGs/Sectors was developed in the Republic of Moldova and then revised through prioritization according to the intervention domains of the National Programme for Ensuring the Gender Equality 2010-2015. Also, national indicators to monitor the social exclusion and social cohesion has been developed for the first time and made available. The review through gender lens has been undertaken for the statistical indicators on labour market and living conditions, e-development, criminality and justice.

Huge volume of **administrative data** is being produced by a variety of institutions (i.e. central public authorities and, to some extent, local public authorities) which, from the official statistics point of view, unfortunately, lack efficient quality control mechanisms and methodological consistency, including knowledge of and experience on applying statistics for evidence-based policy-making or advocacy purposes. Capacities of most of the respective data producers/providers are weak accompanied by insufficient coordination and cooperation among institutions and the NBS. Administrative data produced by different sources is therefore not linked or fully computerized, and general users are being confused by **differing figures from different sources**, undermining the credibility of the National Statistical System in Moldova. Additionally to statistical data of NBS, very few institutions producing administrative data collect sex-disaggregated (taking into account multiple discrimination, e.g. age, national and sexual minorities, disability, territorial) on systematic basis, in particular at the local level.

Also, the lack of **updated** comprehensive **gender sensitive data** on **local** (rayion) level, disaggregated by multiple dimensions, is an issue which hampers the effective designing and implementing of targeted policies and programmes and evidence-based resource allocation by socio-economic fields and territorial location.

Even if generation of disaggregated data has been increased in the recent years, still an uneven understanding of the benefits from the use of (gender sensitive) statistics by the staff of central and local public administration, the need for pertinent capacity building on sustainable basis is vivid. As a result, the official statistics is weakly and inefficiently used by the data users, in particular the policy-makers, and the administrative statistics mainly serves for the internal purpose of the institutions which produce it.

The problems of availability, quality, comparability and use noted above are characteristic for the big range of socio-economic data at local level which are important to policy makers, managers, entrepreneurs, investors, analysts and others. It is important to identify and gradually resolve these problems by exploring various approaches.

³ The availability of statistical data has been increased through the development and dissemination of statistical, analytical, methodological and graphical publications (on living standards, employment and unemployment, start-up and development of enterprises, approaches to social exclusion, impact of crisis on poverty, impact of prices growth on population wellbeing, education, demography) in a easy-to-use format representing concrete responses to the needs formulated by the data users, mainly public administration.

⁴ 4 statistical regions: North, Center, South, mun.Chisinau

Related to Joint Information Service Bureaus

The UN Women's Program on *Women's Economic Empowerment* is aimed at addressing the needs of the rural and sub-urban population, especially poor women, in exercising their social and economic rights through increasing access to quality information and services in employment and social protection areas.

With support of Women's Economic Empowerment program, new concept of service provision was introduced on local level, based on "one-stop-shop" or "one window" approach⁵ through establishment in August 2010 of Joint Information Service Bureaus (JISB) becoming operational up to day in four 4 rayons of Moldova namely: Singerei, Telenesti, Nisporeni and Cantemir. This enabled bringing together around nine services, focused on the areas of employment, social protection, SME development, land cadastre, agriculture and etc., thus providing opportunity for local population to benefit from JISB coordinated services and receive guidance and advice in concerned fields addressing challenges at the local level. This new approach to service delivery at the local level directly contributes to the realization of the Governmental Programme on "European Integration: Liberty, Democracy, Welfare" for 2011-2014, and especially its priorities under the chapter related to provision of Quality Public Services for all.

The method will be replicated into other districts in the course of the following 2 years. Up to date four JISBs provided information and support to more than 2028 beneficiaries out of whom 60% women and 79% rural population. JISBs were also identified as efficient mean for dissemination of e-services at the local level. It is noteworthy that E-Government Center plans to support JISBs in digitizing of public services. Besides the digitization, institutionalisation and replication are the next steps to be undertaken in regard to JISBs.

In addition to the specific service provision improvement, some focus would be placed on improving monitoring the implementation of national and sector policies in practice, so that "one window" can create a feedback mechanism for the national policies and legislations. In this regard, the program is aiming at facilitating elaboration and practicing of **monitoring forms** to be used by members of "one window" service as well as the JISB users/beneficiaries, where they will report **inconsistencies, proposals for policy or legislation amendments** and other relevant remedies required at the policy level directly to the National Policy making bodies. It is needless to say that this approach is fully in line with the Regulatory Reform launched by the Government and will be implemented in full compliance with the norms and regulations under the reform.

Within the context of these Projects, UN Women and UNDP are to strengthen national capacities to **improve the quality of available information** and **enhance the statistical data use** for official monitoring and evaluation of strategic (national and sectorial) documents' implementation, as well as alternative analysis of state policies in different fields, local initiatives and piloted activities, etc. Special focus will be put on fostering the capacities of JISB partners and their cooperation with various data producers as it regards knowledge creation and evidence generation regarding the impact of the policies and legislation on women and men employment/employability, empowerment, social protection, entrepreneur activity, etc.

OBJECTIVES OF ASSIGNMENT

The United Nations Development Programme Moldova, in partnership with UN Women, through their Joint UN Project on Strengthening the National Statistical System, is seeking to employ **a national company**, with relevant experience in the fields related to the present call of proposals, **to set up the framework on monitoring and evaluation of JISBs operation** (both during the sittings at the rayon council and mobile visits) **and the impact they have on the public services provided to population at local level, as well as the situation of the population living in the region/rayon, in particular in the fields of employment, social protection, SME/business, etc.**

The respective framework/system, when being set up, will be tested through concrete data gathering from available sources of official and administrative statistics and, on the basis of data analysis (undertaken for the purpose of justification of the functionality of the product), will be fine-tuned.

The objective of the assignment is to provide national stakeholders with a functional practical tool to be used, first of all, by local public administration and also by central public administration for evidence-based and gender sensitive policy-making and evaluation in the fields of concern (in particular employment, social protection, SME/business, etc.) at the local, but also national levels.

The assignment's objective could be achieved through a review of statistical data sources in the fields of employment, social protection, SME/business, etc. which produce statistics at the local/regional level, as well as a comprehensive analysis of the reviewed data in the respective fields from the perspective of gender equality approach. The respective analysis will consist of analytical interpretation of the basic /core indicators in the fields of concern highlighting the trends in evolution of the social and economic phenomena taking place in the respective region/rayon through gender perspective, possible factors which have impact on the gender equality and women empowerment, correlation with the national/sector monitoring and evaluation systems referring to the gender aspect.

⁵ The methodology itself proved its sustainability and efficiency in the CIS countries, namely in Ukraine and Russia, to name few, under the facilitation of USAID BizPro initiatives earlier in the 2000s.

Besides that, the hired Consulting Company will provide recommendations on the follow-up activities related to the improvement of multi-dimensional regional statistics in order to satisfy major local and national disaggregated data needs. These will assist NBS and other data producers in (i) making available relevant gender sensitive information disaggregated in regional perspective by age, sex and other categories on regular basis and in (ii) focusing their future effort on gradual improvement of data collection processes and methodologies in the fields of concern at the local level. The review will be built on the previous and on-going activities undertaken by the national counterparts (NBS, line-ministries) and development partners (UN Women, UNDP, etc.).

All activities under the present assignment will be correlated to the needs of key-stakeholders and in compliance with the national legislation (including Law on Official Statistics), and other national and sector policy and regulatory documents in compliance with international standards in statistics and relevant best practices of other countries.

EXPECTED RESULTS

The successful accomplishment of the present assignment's targets and objectives should lead to the improvement of:

- 1) the system of statistical indicators on employment, social protection and SME in regional/local perspective;
- 2) the information flows, leading to the enhanced usage of administrative and statistical sources of information for the operation of LPAs.

The deliverables produced by the hired Consulting Company are expected to:

- Provide a system (set) of indicators at local/regional level relevant for the Republic of Moldova to measure and monitor progress on local situation in relation to gender equality in employment, occupation and social protection, etc.;
- Contribute to the evaluation of the coverage, access and quality of the public services being operated at the local level;
- Ensure the well-defined and harmonized system for monitoring and evaluation of the JISBs' impact on the target population of the region/raion being recommended for application by the future JISBs;
- Increase awareness and knowledge of data users (in particular LPAs) to better understand regional statistics and to refine and improve policy measures that promote the development of employment, social protection and entrepreneurship at local/regional level;
- Help central and local authorities to build their capacities and gather knowledge on efficient use of statistics for evidence-based monitoring & evaluation on related topics;
- Identify gaps regarding the quality of available statistics addressing the needs of main data users and specify areas of concern and further improvement in this respect;
- Provide recommendations to collect missing data at local/regional level;

In a medium run, the expected results could contribute to the further adoption of a harmonized⁶ monitoring and evaluation system for the public services to be provided to the population through the 'one window' approach. This harmonized set would be afterwards used for collecting data and information for local situation monitoring as well as for application at the policy and decision-making levels. It will contribute to the achievement of the outcome which envisages increased resources, structures, procedures, incentives and capacities of the Key service providers to implement policies at the local level that promote and protect women's human rights to access employment and social protection.

The working staff proposed by the selected Company will ensure a high level of analytical thinking, efficient communication and cooperation with LPAs, JISBs members/specialists, data producers (LPAs, NBS, National Social Insurance Company, Ministry of Labour, Social Protection and Family, other line-ministries), UN Women and UNDP and other relevant institutions and is expected to perform a team-work together with the specialists of named institutions for the successful fulfillment of the formulated tasks.

EXPECTED SUPPORT TO THE CONSULTANT COMPANY

Both Projects and their national partners⁷ will be supporting the consultant by:

- *Projects & national counterparts* - Nominating the responsible persons on behalf of each partner (to be included in the Coordination Team) and endorsing promptly (within 10 days period) documents submitted by the Company;
- *national counterparts* - Providing the list of available and gathered indicators, regulatory documents available, results of previous work, which relate to the problematic of analyzed areas carried out by the each partner institution;
- *Projects & national counterparts* – Offering guidelines on the strategic and policy framework of the partner institutions thus ensuring that the undertaken analysis conforms with sectorial/ national/UN Women program priorities.

⁶ The overall policy indicators developed within the Harmonized set of indicators in a gender sensitive manner in the context of the MDGs will be taken into account, <http://www.statistica.md/pageview.php?l=ro&idc=350&id=2622>

⁷ LPAs, NBS, National Social Insurance Company, Ministry of Labour, Social Protection and Family, other line-ministries

TASKS and RESPONSIBILITIES

In order to achieve the envisaged objectives, under the overall supervision of the UNDP and UN Women, the CONSULTANCY COMPANY will have the following major responsibilities and perform the following activities:

Activity 1: Desk review of JISBs operation and existing statistical data at regional/local level with focus on employment, social protection, SME/business, etc.

1. Get acquainted with the results of previous activities undertaken by the Statistics and UN Women Projects and their counterparts in the field of JISBs operation and gender sensitive statistics on employment, social protection, SME in Moldova;
2. Analyze other resources with indicators available in JISBs piloted areas at the regional/local level: printed and electronic publications, reports, methodologies, relevant legislative and policy documents for sectors to be covered;
3. Propose own approaches for the expected review that encompasses the above-mentioned objectives and draft a detailed action plan;
4. Provide the list of mandatory gender sensitive statistical indicators in the JISBs piloted areas at the regional/local level and gather them from all existing sources;
5. Get acquainted with the result of JISB effectiveness study carried out by external company.

Activity 2: Provide methodological and conceptual framework for the mapping of the existing systems of data collection per each area of concern

6. Propose own approach and vision for the expected intersectorial data assessment, working methodology and guidelines, and draft a detailed action plan;

The methodology and guidelines to be developed will aim at collection of information regarding performance on JISBs and the impact they have on the public services provided to population at local level, as well as the situation of the population living in the region/raion, in particular in the fields of employment, social protection, SME/business, etc.

7. Develop and provide the structure & necessary templates of the indicators' matrix to be used for the inventory of the existing systems of data collection per each area of concern taking into consideration the gender and other disaggregation dimensions to be covered.

Activity 3: Undertake, in consultations with data producers, the mapping of available data collection systems by each area of concern

8. On the basis of templates developed under activity 2, the Company will carry out the mapping of data collection systems which might comprise:
 - Statistical indicators and data collected by the relevant institutions/ministries (inc. disaggregation dimensions);
 - Status of data (open or limited access for use);
 - Data suppliers, data sources and data producers;
 - Methodological aspects on data collection & production (modalities, periodicity)
 - Differences in definitions and terminology used by different data producers for the same/similar indicators/data;
 - Legal/regulatory framework;
 - Other.
9. In addition to the official statistics, other types of administrative sources should be assessed including Household Registry (National Bureau of Statistics), socio-economic indicators on living conditions of communities and SADI (Small Area Deprivation Index) (Ministry of Economy), social protection databases (Ministry of Labour, Social Protection and Family), social insurance data (National Social Insurance Company), etc.
10. The mapping should result in a matrix of indicators accompanied by legal/regulatory framework, dimensions of disaggregation (available and necessary, but missing), responsibility for data production, periodicity. The grouping of indicators (by targeted areas of concern or any other parameters) should facilitate their usage in practice by the policy and decision-makers and ensure the sustainability of undertaken effort;
11. An attempt to make the qualitative assessment of existing/currently produced statistics from the points of view of accuracy, reliability, coverage, timeliness, periodicity, relevance, comparability, accessibility, could be done by the Company.

Activity 4: Undertake cross checking of the undertaken mapping in consultations with main beneficiaries (project partners and JISBs members)

12. The results of the undertaken mapping/inventory will pass through the final checkout in consultation with project partners and JISBs members. The purpose of this activity is to identify (on the basis of a questionnaire) the extent of available statistical data use and additional needs of disaggregated data at national/regional/local level which could be missed or insufficiently addressed during the inventory. The consultation could be undertaken in groups by parameters used for indicators' grouping.
13. Adjust/fine-tune the developed set of indicators.

Activity 5: Test the functionality of the developed set of indicators

14. The developed set of indicators will be tested through gathering of concrete and actual data from available sources of official and administrative statistics. The source of data, and even concrete reference to it, should be a mandatory element of the resulted table with data on mapped indicators.

Activity 6: Develop new (missing) indicators

- Propose the list and description of the new indicators (with possible dimensions for data disaggregation) relevant for the addressed thematic which are not available in the national statistical system of the Republic of Moldova and supplement the matrix of inventoried indicators by them.

Activity 7: Develop an analysis of JISBs operation and their impact on the public services provided to population at local level, as well as the situation of the population living in the region/rayon, in particular in the fields of employment, social protection, SME/business, etc.

- The outline and structure of report should be coordinated with the UN Projects and main beneficiaries in advance;
- The report will be developed on the basis of collected data and comprise the analytical analysis of the socio-economic development of the region/rayon, from the perspective of population (women & men) being served/covered by the LPA and public services which are part of JISB. The attempt to evaluate the possible social impact of the JISBs operation will be undertaken through cross-cutting analysis of variables and indicators, directly or indirectly linked to the issue. Also, the evolution in the indicators (on access, coverage, quality and efficiency) related to public services provided to population at local level could be checked/analyzed, which could be justified/indirectly reasoned (or not) by the successful operation of JISBs.
- The developed paper should represent an example on how available statistical data can be used for the monitoring of local and national policies in the fields of employment, social protection, SME/business, etc, as well as be a guideline for the JISBs managing authorities to monitor the functioning of the Bureaus. The report should also reflect the analysis of the evolution of public services provided to local population and due to the possible impact of JISBs functioning.
- A separate issue to be addressed in the report will be the needs (on the basis of gaps identified) for improved statistics in the field of employment, social protection, SME/business, etc. at regional/local level (due consideration to target categories of population should be given, along with data disaggregation by various dimension, such as sex, age, area etc.).
- The report will also contain recommendations for further improvements and follow-up activities to be undertaken within the set objectives.
- The analysis should:
 - include introduction, background information, executive summary highlighting main finding, tendencies and discrepancies from the gender and other perspectives;
 - be written in an user-friendly language so that it can be easily used for monitoring, analyses and programmes design by main beneficiaries of the present assignment;
 - be conducted in the context of current strategic and policy papers, ensure correlations between different categories of data, explaining the evolutions and/or trends reflected by available time series, contain logical sequences of analysis by multiple data correlations or by multiple criteria of disaggregating of statistical data, etc.
- The main Annex to this report will comprise the comprehensive set of statistical indicators to be used by the concerned counterparts for measurement and evolutions in the areas of gender balance/equality in employment, social protection, SME/business, etc., women empowerment, respect for human rights, equal access to public services and other facilities, at the local/regional and national level. Resulting set of indicators will also include possible indicators with dimensions for possible data disaggregation, missing at present, but relevant for gender equality monitoring in the country.
- Additional to the set of indicators a practical guidelines on its use for the purpose of evidence-based monitoring & evaluation will be developed;
- The report will be presented in few 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).
- The results of the study will become the property of UN Projects, thus they should not be used without permission of the latest.

Other activities:

- Make a public presentation of the results of undertaken activity for the national stakeholders;
- Develop the activity report on undertaken consultancy, including attained outputs, conclusions and next stage recommendations.

DELIVERABLES, EXPECTED OUTPUTS and TIMEFRAME

Performing the mentioned above activities, the Contractor will be responsible for delivering of the following outputs, comprising the main milestones:

<i>Deliverables and Outputs</i>	<i>Tentative timeframe</i>
1. Detailed approach and working methodology aimed to achieve the assignment's objectives, including: a. tools, analysis techniques, guidelines to be applied during the assignment by envisaged stages; b. detailed Action Plan, including timelines and dates of outputs' delivery, as well distribution of responsibilities; <i>(to be agreed with Project teams)</i>	Within 1 week from contract date
2. Structure & template to be used for the mapping/inventory of existing gender sensitive statistical indicators in the piloted areas at the regional/local level taking into consideration relevant disaggregation dimensions to be covered;	In 2 weeks from contract date
3. Questionnaire to measure the use of available statistical data and needs for improved statistics in the field of employment, social protection, SME/business at regional/local level ;	
4. Draft set of statistical indicators (to measure social impact of JISBs on the socio-economic situation of the region/rayon and its population), resulted from the review of available data sources, by targeted areas of concern or any other parameters;	In 1.5 month from contract date
5. Brief outline and structure of the future feasibility report <i>(to be agreed with the Project and approved by NBS)</i>	
6. Fine-tuned/adjusted set of monitoring and evaluation indicators to be used by the concerned counterparts for measurement of the gender equality in employment, social protection and SME/business at the sub-national level, including the qualitative assessment of existing/currently produced statistics from the points of view of accuracy, reliability, coverage, timeliness, periodicity, relevance, comparability, accessibility;	In 2.5 months from contract date
7. Draft analysis (on the basis of gathered data set) of JISBs operation and their impact on the public services provided to population at local level, as well as the situation of the population living in the region/rayon, in particular in the fields of employment, social protection, SME/business, etc.	Draft paper – within 3.5 months from contract date
8. Fine-tuned/adjusted thematic analytical analysis of the socio-economic development of the region/rayon, from the perspective of population (women & men) being served/covered by the LPA and public services which are part of JISB; including: a. key findings regarding the situation of women and men in employment, social protection, business activity, etc. at the sub-national level; b. as well as recommendations in view of improving availability of statistics in the above mentioned fields both at national and regional levels; including annex with the set of indicators and respective practical guidelines on its application/use.	Final report – within 4 months from contract date
9. Hard and digital files produced during or as a result of the accomplished activity: (i) questionnaires; (ii) records; (iii) primary and final data collected, (iv) other related materials.	During submission of the last deliverable
10. Presentation of outputs to the key stakeholders (in particular JISBs and the Project staff), including a certain number of printed copies of the resulted paper in both languages	Within 2 weeks after the approval of the final report
11. Narrative completion report on accomplishment of assignment <i>(in Romanian and English)</i> and use of funds, in electronic and hard copies. The report will include stages passed, inventory of resources used, results obtained versus expected, impact of obtained results, risks overcome and problems faced, lessons learned, recommendations etc.	In 1 week after presentation of results.

The activities under the present assignment are expected to commence at the beginning of April 2012 and end before August 24, 2012. Nevertheless, the above-mentioned timeframe is tentative and will be finally agreed once the Contractor is selected and the consultants' team identified.

All the deliverables should be agreed with the Coordination Team (consisting of representatives of UN Projects' staff, JISBs) and be provided in Romanian and English, in electronic copy.

The success of given activity can be ensured only by team work of all partners involved via active participation at all the stages of the assignment and the contracted company should play the role of guarantor of these joint effort.

MANAGEMENT ARRANGEMENTS

The selected Company is expected to work in a close cooperation with the national counterparts LPA and the UN Projects' staff, and regularly keep them updated on the progress.

Any Contractor's initiative to apply changes in the composition of the Team of consultants to be involved in the assignment should be coordinated with Project team. It is the responsibility of the Contractor to supervise the work of its staff and to ensure the high quality of results. The Project team 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 deliverables.

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.

SPECIAL REQUIREMENTS TO APPLICANTS PROFILE

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

MINIMUM ELIGIBILITY and QUALIFICATION CRITERIA

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

- Officially registered legal entity or mixed organizations/ consortium;
- A non-governmental organization socially active with extended previous experience (at least 5 years) in conducting economic and social analysis for a broad range of stakeholders;
- Experience in working with government/public organizations;
- Previous experience in working with international organizations and capacity to properly manage a contract/subcontract/grant under a donor funded effort;
- Participation in international projects or working experience in transition and EU countries;
- Ability to deliver final products of required quality, on time and within budget;
- Experienced and 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), etc. and adequate quantity of internal human resources in order to respond effectively to the TOR needs or sufficient capacity to involve external professional staff, trained and qualified, to qualitatively perform the activities under the assignment;
- Knowledge of the peculiarities of the national statistical system (mission, functions, responsibilities, key stakeholders, etc.) would be an asset;
- Activities in the Technical Proposal should be stipulated clearly and be relevant for the achieving of the assignment objectives; the task is well understood and properly (in sufficient detail) addressed;
- Pre-analysis used as input in the preparation of the proposal (meaning qualitative contribution to the initial Terms of Reference);
- Existence of quality assurance procedures;
- Previous experience working with an international organization (would be an advantage);
- Cultural and gender sensitivity.
- Ability to deliver final products on time and within budget.

The operational and technical part of the Proposal shall contain the documents mentioned in Annex 1 of the Request for Proposals (Preparation of Proposal).

Only the financial proposals of Offerors satisfying the main criteria will be considered. The Offeror satisfying the main criteria and offering the best methodology and the lowest price will be awarded the contract. Detailed Technical Evaluation Criteria are provided in the Annex 1 of the Request for Proposals (*point E. Opening and Evaluation of Proposals*).

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 or diskette.

Price Schedule:					
Request for Proposals for Services for Assessment of available multi-dimensional disaggregated statistics in specific fields at sub-national level					
Description of Activity/Item		Number of Staff	No of days/ month/units	Monthly Rate	Estimated Amount
1.	Remuneration of consultants involved				
1.1	Services of involved experts				
1.2	Field work				
	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				
2.6	Others				
	Sub-total				
	Total				