



Request for Proposal (RFP)

Ref.no. *RFP/00520*

Date: *April 2, 2012*

Dear Sir/Madam,

Subject: RFP for Development of Information System for State Labour Inspection

1. You are requested to submit a proposal for consulting 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)
 - vi. System Concept Design (Annex VI)
3. Your offer comprising of (1) technical proposal and (2) price schedule/financial proposal, in separate sealed envelopes, marked with "RFP: Information System for SLI/UN Women WEE" should reach the UN Women Moldova office no later than 16 April 2012, 12.30 (Chisinau time) at:

UN Women Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: UN Women Gender Advisor

Contact person for clarifications: Natia Cherkezishvili, Programme Manager (natia.cherkezishvili@unwomen.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,

Damira Sartbaeva
Regional Programme Director
UN Women Sub-Regional Office
for Eastern Europe and Central Asia

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

The purpose of this Request for Proposals (RFP) is to solicit proposals from the qualified companies to develop an information system for the State Labour Inspection of the Republic of Moldova, according to the TOR contained in Annex III herewith.

The offers must be composed of two parts: *technical* and *financial*. Each part is presented in sealed envelopes. The Offers from Consortia formed by foreign companies and companies registered in Moldova will be accepted for evaluation. The Contract will be awarded to the Company (Consortia) with the proposal that will obtain the highest score according to evaluation criteria stipulated under p.22 of Instructions to Offerors.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UN Women 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 UN Women entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UN Women 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 UN Women 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 UN Women 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 UN Women 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, 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:

- Description of the organization (experience, human resources, technical and managerial capacity in the related field, including company's litigation and arbitration history);
- Copy of registration certificate of the organization and licenses to perform project activity;
- Company's portfolio regarding successfully implemented similar assignments;
- Company's list of customers/beneficiaries of services for the past years;
- CVs and certificates of staff proposed for implementation of this project and their role, in accordance with clause 5.6 of the Annex III (ToR);
- Work-plan and approach (detailed description of activities, timeline, agenda);
- Implementation plan and indication of the required licensing system operation throughout the contract;
- Risk Log;
- Warranty period for the proposed IT solution;
- Detailed budget for the implementation of the assignment (**presented in a separate envelope**);
- 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 UN Women 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 US Dollars and shall be VAT exclusive. For comparison purposes, all other currencies shall be converted into US Dollars 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 one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UN Women entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN Women entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UN Women 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

UN Women shall effect payments to the Contractor after acceptance by UN Women 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 –

**UN Women Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: UN Women Gender Advisor**

and,

- marked with –

"RFP: Information System for SLI/UN Women WEE"

(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 duly identified as such.

Note: if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UN Women entity will not assume responsibility for the Proposal's misplacement or premature opening.

16. Deadline for submission of proposals

Proposals must be received by the procuring UN Women entity at the address specified under clause *Sealing and marking of Proposals* no later than **16 April 2012, 12:30 pm**, Chisinau time.

The procuring UN Women 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 UN Women 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 UN Women 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 UN Women 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 UN Women 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 is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price 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				
				A	B	C	D	E
1.	Expertise of Firm/Organisation submitting Proposal	30%	140					
2.	Proposed Work Plan and Approach	40%	350					
3.	Personnel	30%	210					
Total			700					

Evaluation forms for the technical proposals follow. 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
1.	Offeror's Expertise and Capacity, including:	
1.1	Reputation of Organisation and Staff (Competence/Reliability)	25
1.2	General Organisational Capability which is likely to affect implementation (i.e. number and type of products developed in the past, size of the firm / organisation)	30
1.3	Quality assurance procedures, warranty, post-development support, certification (ISO, IT certificates, etc.)	25
1.4	Relevance of:	60
	- ICT & software development experience	20
	- Experience in similar projects in the region	20
	- Experience with donor/international and/or national governmental organisations	20
Total Form 1		140

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Work Plan and Methodology		
2.1	The task is well understood, properly addressed and corresponds to the ToR	60
2.2	Important aspects of the task are addressed in sufficient detail	50
2.3	Different components of the project are adequately weighted relative to one another	40
2.4	Proposal is based on a survey of the project environment and data are properly used in the development of the proposal	65
2.5	Adopted conceptual framework is appropriate for the task	60
2.7	Efficient and realistic work plan corresponding to the needs/specifics stipulated in the TOR (sequence of activities is realistic and will ensure effective implementation of the work plan, plan is falling in indicated under the ToR time frames)	75
Total Part 2		350

Technical Proposal Evaluation Form 3		Points Obtainable	
Personnel			
3.1.	Task Manager/Team leader	Sub-score	90
	Education and general qualification/Degree in IT&C	10	
	At least 5 years relevant experience in IT&C projects	25	
	Specific professional experience as Project Manager for IT&C projects demonstrated by presenting 2 previous similar projects from which at least one project shall contain all the following activities: Business and Technical Analysis (Requirements Engineering), system design, software development	20	
	Excellent knowledge of at least one international Project Management methodology - Project Management Professional	15	
	Good knowledge of at least one international framework for organizing and optimizing IT processes within organizations	10	
	Language qualifications: Fluency in Romanian and/or English and Russian	10	
	Sub-Score	90	
3.2	Team members/experts	Sub-score	120
	Education and general qualification/Bachelor degree in IT&C	10	
	At least 5 years-experience in ICT development projects	30	
	Specific professional experience in IT&C projects demonstrated by presenting 2 previous IT&C projects in which the expert was appointed for a similar position	30	
	Excellent knowledge of at least one international methodology for monitoring and evaluation of key performance indicators for IT&C systems	15	
	Excellent knowledge (expert level) of at least one international framework for organizing and optimizing IT processes within organizations	10	
	Excellent knowledge of at least one methodology in the field of governance of IT&C systems - Certified in the Governance of Enterprise IT	10	
	Good knowledge of at least one international Project Management methodology - Project Management Professional	10	
	Language qualifications: Fluency in Romanian and/or English and Russian	5	
	Sub-score	120	
Total Part 3		210	

The nominated Task Manager must be the employee who will be responsible for the overall management and coordination of the project inputs and distribution of operational tasks among the other consultants/experts the entire period set for this contract.

F. Award of Contract

23. Award criteria, award of contract

The procuring UN Women 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 UN Women 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 UN Women. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UN Women or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UN Women in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UN Women or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UN Women.

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 UN Women.

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 UN Women for all sub-contractors. The approval of UN Women 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 UN Women 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, UN Women, 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 UN Women as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UN Women;

(iii) Provide that UN Women 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 UN Women 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 UN Women 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 UN Women shall rest with UN Women and any such equipment shall be returned to UN Women at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UN Women, 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 UN Women for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UN Women 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 UN Women'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 UN Women in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UN WOMEN OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UN Women, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN Women or the United Nations, or any abbreviation of the name of UN Women 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 UN Women, shall be treated as confidential and shall be delivered only to UN Women 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 UN Women, any information known to it by reason of its association with UN Women which has not been made public except with the authorization of UN Women; 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 UN Women, 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 UN Women 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, UN Women 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, UN Women 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 UN Women reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UN Women 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 UN Women under this Article, no payment shall be due from UN Women 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, UN Women may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UN Women 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 UN Women to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UN Women to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN Women before the payment thereof and UN Women has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UN Women 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 UN Women to terminate this Contract immediately upon notice to the Contractor, at no cost to UN Women.

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 UN Women to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UN Women.

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 UN Women unless provided by an amendment to this Contract signed by the authorized official of UN Women.

Terms of Reference

Development of the Information System designed for The State Labour Inspection of Moldova

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1. Project Description

1.1 Current Situation

In December 2009 the Swedish International Development Agency (Sida) and the United Nations Development Fund for Women (part of UN-Women) have entered into an Agreement for the implementation of the Programme “Women’s Economic Empowerment through Increased Employability in the Republic of Moldova”. The Programme 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.

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 program is designed to be fulfilled within four years in line with the Government priorities set for 2009-2013 as well as the Reforms launched by the State in the areas of labor market and social protection.

1.2 Project Goals

Outcome 1: Moldovan women living in poverty in rural and sub-urban areas are able to make informed decisions that enable them to access quality services

Outcome 2: Key policy, service delivery and media institutions in MOL have increased resources, structures, procedures, incentives and capacities to implement policies that promote and protect women’s human rights to access to employment and social protection

Outcome 3: Labor and Social Protection laws and policies promote women’s employability

1.3 Project Identification

Full Name	Information System for the State Labour Inspection of Moldova		
Acronym (short title or abbreviation)	S.I.I.M.		
Key Area of Intervention	Software system to enable Labour Inspection to monitor and record the cases of violations of Women Human Rights in the Republic of Moldova		
Indicative Operation	Designing and developing a software for surveillance system to enable to monitor and record the cases of violations of Human Rights.		
Implementing Authority	State Labor Inspection of Republic of Moldova		
Lead Partner	UN Women		
Project start date	.././2012	Project end date	.././2012

1.4 Project Scope

The main goal of the system is to grant citizens of the Republic of Moldova and the Labour Inspection staff a transparent, cost-efficient and permanent access to information consultative and informative services to be able to both benefit from the electronic data base of norms and regulations as well as enable them to record and monitor the cases of violations of women human rights on the job place through effective use/application of IT. This will contribute to a decreased number of cases of women’s discrimination on the job place.

1.5 Targeted performance and benefits

- Provision of fast and quality services.
- Enhancement of transparency of the Labor Inspection work.
- Optimisation of work flow and reduction of operating expences.
- Improvement of the quality of information provided by *State Labour Inspection*.
- Alignment of the *State Labour Inspection* work to relevant European and international standards.

1.6 Legal References and Aspects related to the Information System Development

Creation, implementation and use of the *SIIM* shall not infringe the relevant regulatory and legislative acts in force on development of information solutions designed for central and local public authorities.

This category of regulatory acts includes:

1. Law on telecommunications no. 241-XVI of 15.11.2007;
2. Law on access to information no. 982-XIV of 11.05.2000;
3. Law on information and state information resources no. 467-XV of 21.11.2003;
4. Law on electronic document and digital signature no. 264-XV of 15.07.2004;
5. Decision of the Government of the Republic of Moldova on special telecommunication systems of the Republic of Moldova no. 735 of June 11, 2002;
6. Decision of the Government of the Republic of Moldova about some measures on laying the telecommunication systems for the Public Authorities no. 256 on March 9, 2005;
7. Decision of the Government of the Republic of Moldova about the laying of the telecommunication system for the Public Authorities no. 840 on July 26, 2004;
8. Decision of the Government of the Republic of Moldova about some measures on execution of the Decision of the Government no.735 on June 11, 2002 no. 1487 on December 12, 2003.
9. Decision of the Government of the Republic of Moldova on approving the Concept of Governmental telecommunications system no. 183-17 of 16.02.2005;
10. Decision of the Government of the Republic of Moldova about centers of public keys certification no. 945 of 05.09.2005;
11. Other laws, regulatory acts and standards in force on ICT.

2. System Architecture

2.1 Conceptual System Architecture

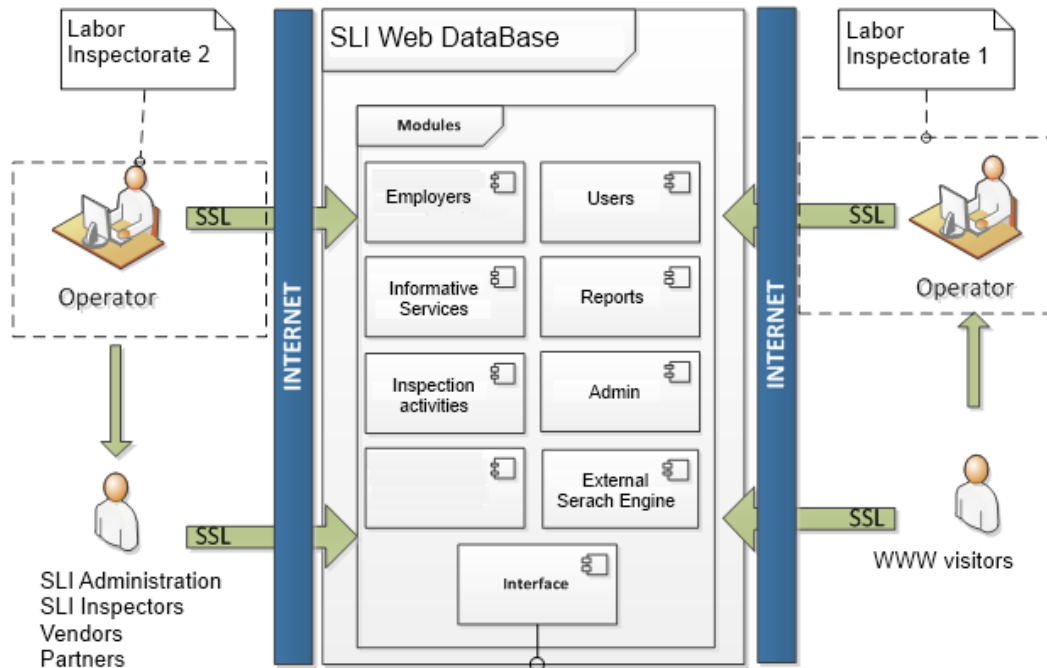
The *SIIM* shall be developed on the basis of a client-server solution formed at least of three levels of access to data through a web interface. The implementation of a client-server architecture of three levels for *SIIM* ensures the possibility to implement the client level (the most dependent on the software and hardware platform) easily, for instance, by means of a browser.

Consequently, the following architecture levels are recommended:

- **The client level** of the system. It shall have the role of presenting data, capture events from user and control the interface with the user. Possible algorithms present here in 2 levels architecture were mostly moved to the next level – the application server.
- **The application server** shall not have an explicit form. This level is the key of the system. The objects implementing algorithms shall be stored here. This level shall protect data from direct access by the clients (ensuring an advanced level of security). It shall also contain components that can be accessed at the client level.
- **The data storage data level.** It shall have the role of storing the data. Various types of systems may be used from relational databases to the object oriented ones.

The three-level architecture has the following advantages:

1. **Clear separation between the three levels;**
2. **Redefinition of data storage strategy;**
3. **Objects handling data processing algorithms;**
4. Unlike the two levels client-server model, where only data are publicly available, the three levels architecture **enables the public with access to services.**
5. Since **servers** are more reliable systems, data protection and **security is simpler to implement and maintain.**
6. As for updating of the system, **it is easier to change a software component on the server** than to provide numerous clients with new versions of the software.



- The system will ensure that anyone in the Labor Inspection to be able to access any existing information at different levels in the institution, according to rights and permissions granted by the system administrator;
- The system will provide an opportunity to monitor the status of each “Activity” at any time by authorized users;
- The system will enable printing in a quick and easy way of the “Activity” made by the Labor Inspector;
- The system solution will be constructed in such a manner that to be able to quickly and easily change the user interface, so to be consistent with existing and potential future Web standards;
- The system will provide a Web interface for “Users”, where they can visualize their “Activities” status;
- The system will generate e-mail and/or GSM SMS alerts. System should be able to provide alerts on events chosen by State Labor Inspection (for example: deadline for execution; next visit to the company to check the results of the previous visit etc.). The notification on a certain event can be sent to several e-mail and/or GSM numbers. The e-mails and GSM numbers should be set in advance in the Inspectors Profile.
- The system should allow exporting data to an external file in DBF or Excel format. The export can be done exclusively by System Administrator by a request approved by the Administration of the State Labour Inspection.

2.2 Data Sets

Detailed description of the data sets to be used in the system is presented in Annex I – Data sets. The structure of that data modules are not fixed and could be adapted according to the vision/mechanism/tools of implementation of the solution for System Concept for SIIM and/or by suggestions provided by State Labour Inspection.

2.3 Data Input

Data input represents the components which are directly related to the user (internal or external). The application's presentation layer is composed of graphical user interface parts (dynamic pages, static images, style sheets etc.) and ASP.NET MVC3 Application or equivalent.

Minimal requirements for the system:

- The system must be built from modular systems,
- Except for operating system messages, the user interface shall completely be in the Moldavian language (including all help text) and in English;
- Relevant modules must be in accordance with Moldavian accounting laws and conventions in force;
- The system and each subsystem must guarantee confidentiality and security of data;

- The system must allow the operation with historical data;
- The system must guarantee the limit of the users responsibilities - guarantee user access to data according to a single security profile assigned to that user;
- The system must organize data storage in such manner that data items will be stored in one single location;
- The system must allow the future functional adaptation of the application by the beneficiary, with the possibility to administer new functions as company specific functions.

2.4 Data Input Scenarios

Data input scenarios represents the component which includes all application logic. It will consist of several components, framed by two levels of filtering. The first level of filtration is the security filter. It will apply to any operation that comes from the presentation layer. The second level of filtering is the logging. The entire application must be based on MVC 3 framework (Model-View-Controller) or equivalent, thus separating the data and business logic from user interface. Business Objects implemented in the application will not directly access the database, but will implement a persistence level that will ensure the removal/storage of objects in the database. The main purpose of the application layer is to provide a logical view of data and execution other processes implemented in the application.

2.5 Reporting

- The information solution shall offer a flexible functionality for reporting so as persons with administrative roles may monitor the system to ensure it is used appropriately.
- The information system shall have the capability to provide a certain number of management, statistical and ad-hoc reports so as persons with administrative roles may monitor the operation and condition of the system.
- The reporting mechanism is necessary for the whole system, including:
 - nomenclatures and classifiers;
 - records;
 - user's work;
 - access and security permits.
- The information system shall offer persons with administrative roles a standard number of configurable reports and to allow fast generation of ad-hoc reports if needed.
- The information system shall offer a set of static reports (usually implemented physically in the content of the information system) intended for the audit and analysis of the State Labour Inspection work. This category of reports could include:
 - the Inspectors performance report;
 - report by a specific case (with the history of activities provided by the State Labour Inspection Inspector);
 - the aggregated report on the categories of activities provided during a certain calendar period;
 - the general performance report of the officer (number of received tasks, number of sent tasks, number of delayed tasks, productivity indicators, etc.);
 - the report of critical tasks that shall extract tasks whose deadline has elapsed with indication of the step where it blocked, the responsible persons, etc.
- A user that views a report in the system shall be able to export it in an external editable file.
- For implementation of reporting functionalities it is good to adopt the principles of similar reports provided by information systems for monitoring the quality issues (MANTIS, BUGZILLA, etc.).

3. Services to be provided

3.1 Training

In order to ensure the proper utilization of the system, the Tenderer, as part of the offered solution, must provide the training for UN Women IT Consultant as well as State Labour Inspection's system specialists.

Training for SLI end-users will be performed by UN Women IT Consultant and will include the following:

- System specialists training
- End-users training
- Train the trainers – extended training for a user group (2-3 people), so that these could transfer the knowledge to the other colleagues

- Administrators training – extended training for a group of 3-5 intern/administrative
- Functions of the system and its components
- Users’ training – basic training to cover most of the Labor Inspection staff, regarding the basic characteristics of the system and the users’ roles. (2 groups of 8-10 persons).

Support

In order to ensure the proper utilization of the system, the Tenderer, as part of the offered solution, must provide a dedicated online and on customer site application support for 12 months. According to the preliminary agreements, the software will be hosted in the cloud system and maintained by the Center for Electronic Governance.

- Focus on performance measures and continuous improvement besides Service Level Agreements (SLAs)
- Timely resolution of issues and root cause analysis of each issue
- Established support matrix offering Help Desk services
- Multi-level maintenance process

3.3 Installation, Configuration and Systems Integration Requirements

- The information system shall be accessed through communication channels of at least 128 kps.
- The client level of the information system shall have to function within the acceptable performance parameters for the reference configuration. (The reference configuration shall be similar to a laptop *HP Compaq 8510* with a CPU of 2 GHz, RAM of 2 Gbytes, *Windows XP SP3, Firefox 3.6.*)
- The Bidder for server solution shall not limit the Beneficiary to use some specific software platforms. It is good that the information system be operational both on *Windows* and on *Unix (Linux, Free BSD, Solaris, etc.)* platforms. It will be welcome if the information solution is built using open source, non-proprietary solutions specific for web applications (*XML, XSL, XHTML, WSDL, SOAP, LDAP, J2EE, etc.*) for the Beneficiary to be able to develop it in the future.
 - I. Implementation company shall be guided by the following priorities: Given the fact that the system will be hosted by the E-gov cloud system, the implementing company should ensure that the system functionality and technologies used permits such. The tenderer will be provided in advance with all required hosting arrangements and technologies to be used.
 - II. The implementing company should ensure that the design of the system is done using UN Women applications platform standards i.e. .Net and SQL Server environment.

3.4 Warranty and Post-Warranty Period

- support for the system pilot testing period;
- support for testing and acceptance of the system;
- solution of deficiencies identified during the pilot testing and acceptance testing.
- post-implementation technical support for 24 months which includes:
 - consultancy advise;
 - support for solving technical problems;
 - correction of any potential errors in the system.

4. Implementation Schedule

Description	Delivery date
Define Scope of the Database Project	12 w/days (after signing the contract)
Organize Database Project	33 w/days (after signing the contract)
Select Database Management System Products	39 w/days (after signing the contract)
Develop Initial Plan of SIIM Implementation	45 w/days (after signing the contract)
Set-up the Data sets of the system	55 w/days (after signing the contract)

Description	Delivery date
Develop Analytics for the system	66 w/days (after signing the contract)
Design the interface for the system	77 w/days (after signing the contract)
Install and test SIIM	84 w/days (after signing the contract)
Perform Training	94 w/days (after signing the contract)

5. Technical Standards

5.1 The form of deliverables

The final product shall be formed of software items and documents of the system as well as of knowledge transferred to the owner and the administrator of the system.

The system items shall include:

- complete source code of modules and components necessary to compile the delivered software product;
- final product packed for easy installation in the proposed technological environment;
- technical task updated and completed during development;
- technical project;
- document on the system configuration;
- user guide;
- administrator's guide (including the contingency plan);
- technical specifications for interfaces published by the service;
- plan of tests and results of the internal test;
- all items copied to a digital medium (CD-R or DVD+-R).

One of the important aspects of the deliverable is that UN Women shall retain the intellectual property right of the system in order to re-use it in other countries.

5.2 Data Base Management System

This level will be based on Microsoft SQL Server. Also, this layer can provide data management system in several databases installed on different servers. This part of the application suite consists of libraries that contain business logic of the application and the external services implemented by integrating servers.

5.3. Interface

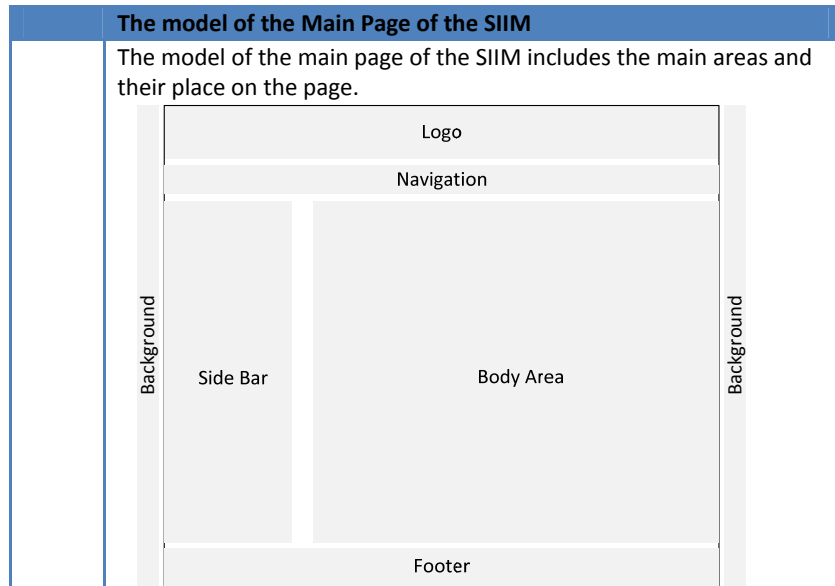
The purpose of this chapter is to present the basics of user interface. This presentation is necessary to develop a guide to be followed by developers.

The system will use a web page layout that can be easily modified and adapted to future needs. Web pages that come from Portal will be developed according to current standards generally accepted in web-design, to minimize obsolescence of the system in time.

Page layout:

- Header – top of the GUI.
 - o Application logo
 - o Name of the application
 - o Version of the application
 - o Date and time
- Toolbar - narrow area in the immediate vicinity of the header zone.
 - o Name of the user logged in
 - o Contextual help button
 - o Short messages or solicitations of application support manager or support team
 - o The message display area
 - o Close button
- Application Menu - The proposal is to be displayed as a menu bar to enlarge the narrow area.

- Work area - the central part of the window, the largest. It will be used by developers to create application screens. The tenderer may submit its own proposal graphical user interface, it is necessary to comply with the requirements of minimizing obsolescence of the system over time, ergonomics and ease of access to information. The solution must provide methods to upgrade and update with minimal effort.



5.4 Data Security

The system security must guarantee access to information and the desired functionality using a model based on roles, this security model must be implemented considering the internal organization of the Institution, allowing easy mapping of users to roles from the application.

Access to specific data and functionality within each software module will be defined and managed using security model based on the identification, authentication and authorization of staff depending on the positions held by them and their duties. The system design must take into account Standards for Information Security - ISO27001.

System security is provided from one end to another through the encryption mechanisms, as follows:

- Transfer of information between the portal and the user must be done securely, using HTTPS;
- Transfer of information between the portal and the database will allow secure data encryption

The system will allow the possibility of securing the exchange of information between different organizations integrated with S.I.P.P, when needed.

5.5 Openness and Scalability

Openness and scalability principle implies ensuring the information system is capable of the same performance both in case of small data amounts and accesses and in case of large data amounts and accesses to the system.

5.6 Project Management Activities /Team

For the appropriate performance of the Project Management activities, the Tenderer shall use a team of experts as follows:

1. Project Manager

Minimum requirements:

- Bachelor degree in IT&C;
- At least 5 years relevant general experience in IT&C projects;
- Specific professional experience as Project Manager for IT&C projects demonstrated by presenting 2 previous similar projects from which at least one project shall contain all the following activities: Business and Technical Analysis (Requirements Engineering), system design, software development;
- Excellent knowledge of at least one international Project Management methodology - Project Management Professional;

- Good knowledge of at least one international framework for organizing and optimizing IT processes within organizations;
- Language qualifications: Fluency in Romanian and/or English or Russian.

2. Technical coordinator

Minimum requirements:

- Bachelor degree in IT&C;
- At least 5 years relevant general experience in IT&C projects;
- Specific professional experience in IT&C projects demonstrated by presenting 2 previous IT&C projects in which the expert was appointed for a similar position;
- Good knowledge of IT&C systems information security standards and methodologies;
- Excellent knowledge of at least one international methodology for monitoring and evaluation of key performance indicators for IT&C systems;
- Excellent knowledge (expert level) of at least one international framework for organizing and optimizing IT processes within organizations;
- Excellent knowledge of at least one methodology in the field of governance of IT&C systems - Certified in the Governance of Enterprise IT ;
- Good knowledge of at least one international Project Management methodology - Project Management Professional;
- Language qualifications: Fluency in Romanian and/or English or Russian.

3. IT System Architect

Minimum requirements:

- Bachelor degree in IT&C;
- At least 5 years relevant general experience in IT&C projects;
- Specific professional experience in IT&C projects demonstrated by presenting one previous similar project in which the expert was appointed for a similar position and the mentioned project contained at least all the following components: Software development services; Implementation services;

4. Business analyst expert

Minimum requirements:

- Bachelor degree in IT&C;
- At least 5 years relevant general experience in IT&C projects;
- Specific professional experience as IT&C projects demonstrated by presenting 2 previous similar projects from which at least one project shall contain all the following activities: - Business and Technical Analysis, system design, software development.

Annex I – Data sets

Detailed description of the data sets to be used in the system. The structure of this data modules is not fixed and could be adapted according to the vision/mechanism/tools of implementation of the solution for System Concept for SIIM and/or by suggestions provided by State Labour Inspection.

Module “employers”

IDNO	Integer
Name of the company	string
Full address	string
Index	String
Location	String
Rayon/District	ComboBox
Economic sector	String
Number of employees	Integer
Number of female workers	Integer
Disabled workers	Integer
Number of workers under 10 years old	Integer
Women workers under 10 years old	Integer
Number of workers between 10 and 15 years old	Integer
Women workers between 10 and 15 years old	Integer
Number of workers between 15 and 16 years old	Integer
Women workers between 15 and 16 years old	Integer
Number of workers between 16 and 18 years old	Integer
Women workers between 16 and 18 years old	Integer
Workplaces	List
List of companies, establishments and sectors	String
Name of companies’ legal representatives	String
Existence of Work Safety Service (WSS)	Yes/No
Employer WSS	Yes/No
Designate worker for WSS	Yes/No
WSS personnel with high level of training	Integer
WSS personnel with medium level of training	Integer
WSS worker with special tasks	Yes/No
Name of WSS responsible	String
Resolution number	String
Certificate WSS responsible	String
External WSS company	String
External WSS company Certificate	String
External WSS company Contract number	String
Alert on risk	Date
Comments	Text

Module “inspection activities”

No. of intervention	Integer	Counter (should be generated automatically)
Company IDNO	Integer	Linked to the Employers table

Workplace	ComboBox	Linked to the Employers table (with the possibility to add new)
Name of the Inspector	ComboBox	
Origin of the intervention	ComboBox	Denounce, regular check etc.
Indication of the origin	String	Provided by State Labour Inspection
Type of intervention	ComboBox	Health and safety, labour relations or both
Verified subject	ComboBox	List provided by State Labour Inspection
Number of employees inspected	Integer	This field/section should be similar to Employers table section responsible for Number of workers with a breakdown by age and gender.
Date of distribution to the inspector	Date	
Visits to the company	String	
Results of intervention	ComboBox	Values: No infringements/Nr. Of infringements (if yes Proces-verbal should be completed)

Proces-verbal control

Date of issue	Date	Should be monitored by a log file (including the date of creation of the "Proces-verbal Document"
Date of execution	Date	
Inspector Name	String	
Fiscal code of inspected company		Link to employers
Legal offenses	ComboBox	listed in the "Proces-verbal control"
Number of employees	String	This field/section should be similar to Employers table section responsible for Number of workers with a breakdown by age and gender.
Status	ComboBox	completed / running
Date when completed	Date	
Date of prescription	Date	Date when the causes should be liquidated
Salary debts	String	
Document fulfilled on-line	MS Word Document	"Proces-verbal" Template of the document should be provided by State Labour Inspection

Referral to the court (Proces-verbal de contraventie)

Date	Date	
Results in Court	ComboBox	Convicted / Acquitted
Reason stated by the Court	ComboBox	If case Acquitted
Date receipt notification/decision from the Court	Date	
Document fulfilled on-line	MS Word Document	"Proces-verbal" Template of the document should be provided by State Labour Inspection

Improvement notice

Improvement notice	integer	equal to "No. of intervention "
Legal provision	ComboBox	
Date for compliance	Date	
Result	ComboBox	Achieved / not achieved
Date of result	Date	

Suspension of Works (Proces-verbal de sistare)

Legal provision	ComboBox	
Type of suspension	String	Equipment/Workplace/Section, Department, work zone
Date of referral to the court	Date	
Result in court	ComboBox	
date of the removal of suspension	Date	
No of referral to another entity	integer	equal to "No. of intervention "
Entity to which it was referred	ComboBox	
Breach of the law	String	
Date of referral	Date	
Document fulfilled on-line	MS Word Document	"Proces-verbal" Template of the document should be provided by State Labour Inspection

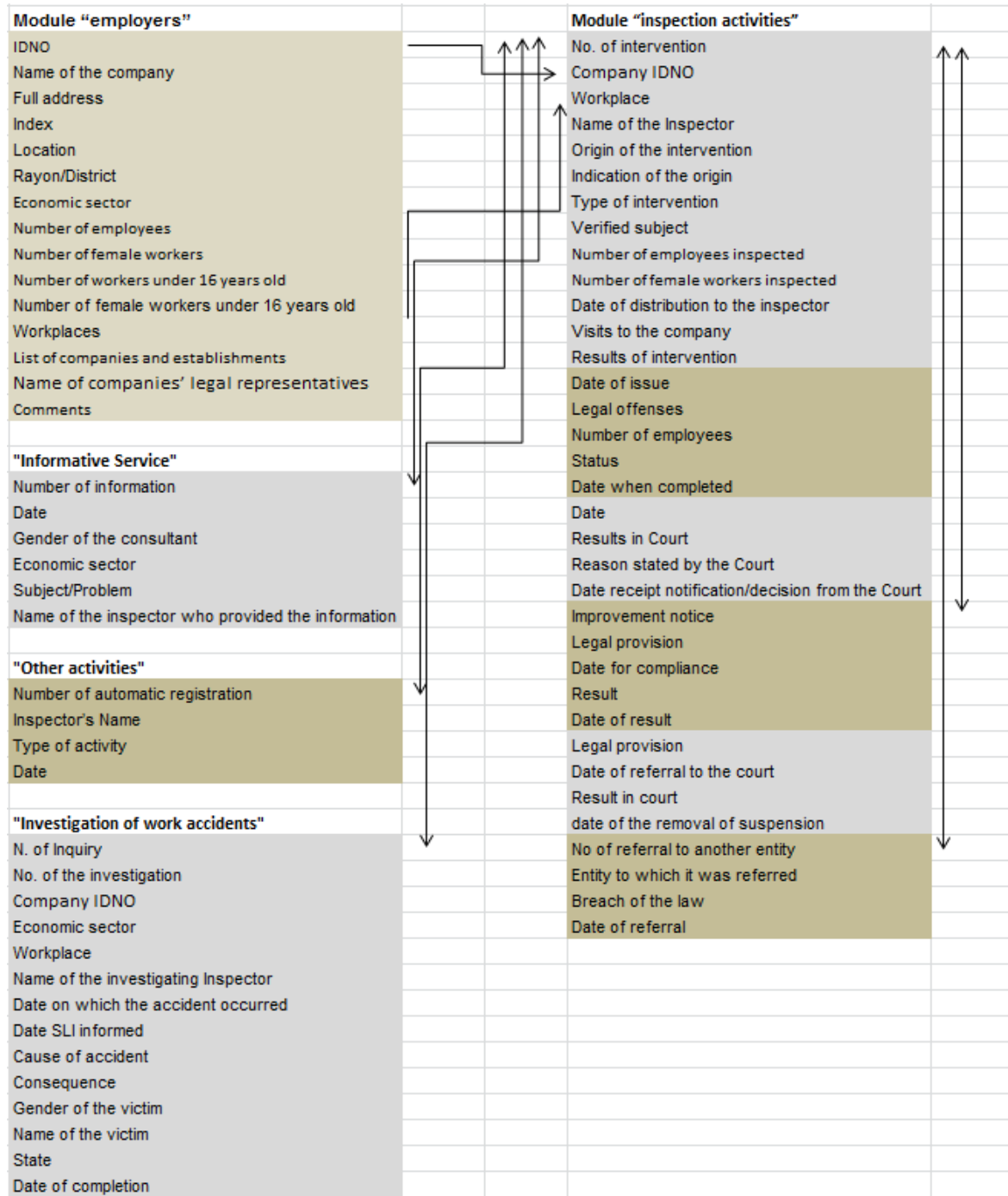
Other activities (additional informative articles/comments/trainings provided/instructions related to the case)

No. of intervention	Integer	equal to "No. of intervention "
Inspector's Name	ComboBox	
Type of activity	ComboBox	example: presence in court; seminar; training, etc. (with the possibility to add new)
Date	Date	
Note	Text	

Investigation of work accidents

N. of Inquiry	integer	equal to "No. of intervention "
No. of the investigation		
Company IDNO		Link to "employer"
Economic sector		Link to "employer" – Economic Sector
Workplace		Link to "employer"
Name of the investigating Inspector		
Date on which the accident occurred	Date	
Date SLI informed	Date	
Name of the victim		
Gender of the victim	ComboBox	male/female
Consequence	ComboBox	Death, permanent disability / temporary disability/ other. Will be provided by State Labour Inspection
Circumstances of accident	ComboBox	Codification provided by State Labour Inspection, (with the possibility to add new). Will be provided by State Labour Inspection
Cause of accident	ComboBox	codification provided by State Labour Inspection, (with the possibility to add new) Will be provided by State Labour Inspection
State	ComboBox	running / completed
Date of completion	Date	
Document fulfilled on-line	MS Word Document	"Act de cercetare" Template of the document should be provided by State Labour Inspection

Annex 2 – Database Relationships



The offers that will not meet the above mentioned minimum requirements will be disqualified.

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Professional Consulting services for elaboration of an information system for the State Labour Inspection of the Republic of Moldova under UN Women WEE Programme** for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of one hundred and twenty (120) days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

PRICE SCHEDULE

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 UN Women is exempt from taxes as detailed in Section II, Clause 18.

The Price Schedule 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 UN Women reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on CD or diskette (IBM compatible).

Price Schedule*:				
Ref. RFP for Development of the Information System designed for the State Labour Inspection of Moldova				
	Description of Activity/Item	Qty	Price/Rate	Total
1.	Licenses			
1.1	Server Licenses			
1.2	Client licenses			
2.	Elaboration cost			
2.1	Analysis			
2.2	System Design			
3.	Implementation costs			
3.1	Development costs			
3.2	Integration cost			
3.3	Testing costs			
3.4	Deployment costs			
4.	Support and maintenance costs			
5.	Training costs			
5.1	Training preparation			
5.2	Training delivery			
6.	Other costs (please specify)			

*Additional budget details explaining the calculations are welcomed.