



Request for Proposal (RFP)

Ref. no. **RfP12/00537**

Date: **9 May 2012**

Dear Sir/Madam,

Subject: RFP for development of Small Arms and Light Weapons e-Register Information System.

1. You are requested to submit a proposal for information system development 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: SALW e-Register**" should reach the UNDP office no later than **07 June 2012, 16:30**, local time.

Offers can be submitted either in hard copy or electronically.

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

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

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

tenders-Moldova@undp.org

Offers shall be clearly marked with "**RFP: SALW e-Register**"

Contact person for clarifications: Lidia Marchitan, Project Assistant – lidia.marchitan@undp.org

4. UNDP Moldova will organise on its premises a pre-bidding conference on 16 May 2012 at 10:00. Representatives of all interested applicants are invited to attend. To confirm participation, please send a message to lidia.marchitan@undp.org by COB on 15 May 2012.
5. 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.
6. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,


Matilda Dimovska,
Deputy Resident Representative

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

The purpose of this Request for Proposal (RFP) is to solicit proposals from the qualified companies for development of Small Arms and Light Weapons (SALW) e-Register Information System, according to TOR ANNEX III.

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 (Consortium) with the proposal that will obtain 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 documents proving that the Offeror conforms to all conditions set forth in the present document (Instructions to Offerors and Terms of Reference). These documents would facilitate an objective evaluation of offers and would allow assigning points to the criteria of the technical evaluation based on an informed decision. The Proposal shall contain, but shall not be limited to, the following documents:

- Description of the organisation (experience, human resources, technical and managerial capacity in the related field, including company's litigation and arbitration history);
- Copy of the registration certificate of the organisation 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;
- 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 as per Instructions to Offerors);
- 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 **US Dollars and shall be exclusive of VAT**. 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 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: SALW e-Register”

(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: SALW e-Register”**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for RFP: SALW e-Register” - 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 **07 June 2012, 16:30**, local time.

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

17. Late Proposals

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

18. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

19. Opening of proposals

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

20. Clarification of proposals

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

21. Preliminary examination

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

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

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

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

22. Evaluation and comparison of proposals

A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price schedule/financial proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and the Instructions to Offerors.

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The **cumulative analysis scheme** will be applied with a total score being obtained upon the combination of weighted technical and financial attributes. An Offeror's response to the solicitation document is evaluated and points are attributed based on how well they meet the defined desirable criteria. Cost under this method of analysis is rendered as an award criterion, which will be 30% out of a total score of 1000 of all the desirable factors of the RFP. The contract will be awarded to the offeror obtaining the highest cumulative score. The following formula will be applied in calculating the cumulative score:

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

where

T – is the total technical score awarded to the evaluated proposal;

C – is the price of the evaluated proposal; and

C_{low} – is the lowest of all evaluated proposal prices among responsive proposals.

Technical 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)		40					
1.2	Litigation and Arbitration history		15					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)		30					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.		15					
1.5	Quality assurance procedures, warranty, ISO, certificates for IT		20					
1.6	Relevance of:							
	- Specialised Knowledge and experience in related areas;		20					
	- IT licences and certificates		15					
	- Experience on similar Programme/Projects		20					
	- Experience on Projects in the Region		15					
	- ICT development issues and relevant experience		20					
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	To what degree does the Offeror understand the task?		50					
2.2	Have the important aspects of the task been addressed in sufficient detail?		20					
2.3	Are the different components of the project adequately weighted relative to one another?		20					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?		50					
2.5	Is the conceptual framework adopted appropriate for the task?		50					
2.6	Is the scope of task well defined and does it correspond to the TOR?		90					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		70					
Total Form 2			350					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Personnel								
3.1	Project Manager	Sub-Score	70					
	General Qualification		60					
	- ICT project management	20						

	experience								
	- Experience in implementation similar projects	30							
	- Knowledge of the region	10							
	Language Qualifications		10						
			70						
3.2	Team members		Sub-Score	70					
	General Qualification		60						
	Suitability for the Project								
	- ICT project management experience	20							
	- Experience in implementation similar projects	30							
	- Knowledge of the region	10							
	Language Qualifications		10						
			70						
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.

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.

26. Vendor protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures at the following link: <http://www.undp.org/procurement/protest.shtml>.

General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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 that may adversely affect UNDP or the United Nations and shall fulfill 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 to 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 the 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 the UNDP;
 - (iii) Provide that the 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 the 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 the 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

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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 United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1 The recipient ("Recipient") of such information shall:
- (i) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - (ii) use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- (i) any other party with the Discloser's prior written consent; and,
 - (ii) the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - any entity over which the Party exercises effective managerial control; or,
 - for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 the 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the 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.
- 14.2 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, the 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.
- 14.3 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.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), 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.
- 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, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the 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 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

Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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 the 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 the UNDP before the payment thereof and the 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 the 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. SEXUAL EXPLOITATION

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23. AUTHORITY TO MODIFY

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.



"Building e-Governance in Moldova - 2" UNDP Project

Terms of Reference

"Small Arms and Light Weapons e-Register" Information System Development

Chisinau 2012

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1. General

1.1. Background

"Building e-Governance in Moldova - 2" Project, financed and implemented by the United Nations Development Programme (UNDP) in collaboration with the Ministry of Internal Affairs (MIA) of the Republic of Moldova and other state and international agencies is offering assistance to the Government of the Republic of Moldova in order to improve efficiency of supervision on the circulation of civil-purpose weapons and ammunition owned by natural persons and legal entities, adjusting the legal and regulatory requirements to the European Convention on the control of the acquisition and possession of firearms by individuals (ratified by Law no. 1578-XV of December 20, 2002), establishing accounting and control measures, and achieving adequate objectives for current and future conditions.

One of the objectives of the project is to support the Ministry of Internal Affairs of the Republic of Moldova in designing and implementing the Small Arms and Light Weapons e-Register - complex data processing system on tracking arms, legal owners of guns, as well as weapons and ammunition operations organized at the MIKA level and administered by the structure that coordinates the activity.

Legislative support of this initiative is provided by the provisions of the Presidential Decree no.1743-III of March 19, 2004 "Building an Information Society in the Republic of Moldova", Government Decision (GD) no. 632 of June 8, 2004 on "Policies for building an information society in the Republic of Moldova", GD 255 of March 9, 2005 "National Strategy on building information society", GD no. 634 of June 6, 2007 on the approval of the Concept of automated information system "Small Arms and Light Weapons e-Register", Law no. 110-XIII of May 18, 1994 on arms (Official Gazette of the Republic of Moldova, 1994, no. 4, art. 43) and section 2 of the Government Decision no. 1202 of October 17, 2006 on "Approval of the Concept of integrated information system of law enforcement" (Official Gazette of the Republic of Moldova, 2006, no. 168-169, art.1293).

Implementation of automated information system "Small Arms and Light Weapons e-Register" will be performed within the Program of development and automation of information exchange process between participants in integrated automated information system for recording offenses, criminal cases and those who have committed crimes, approved by the Government Decision no. 770 of July 6, 2004.

1.2. Implementation period

Duration of the Project – 4 months after the contract is signed.

1.3. Objectives

Development of the Automated Information System „Small Arms and Light Weapons e-Register”, which will contain and process data regarding records of:

- lethal and nonlethal weapons,
- legal gun, ammunition owners and data on authorization, possession, use and transfer documents;
- dealers / repairers and data on authorization, possession, use and transfer documents;
- training polygons, barrages.

1.4. Purposes

By creating and implementing "Small Arms and Light Weapons e-Register" the following purposes will be achieved:

- single centralized accounting and control of the circulation of weapons in Moldova;
- collecting and updating information about weapons, their technical condition, about ownership and other property rights and on amendments to these rights, about subjects of rights and documents that establish a right, by means of creation of a database of integrated information distributed to the organization of operational access to it;
- helping central public administration agencies and local authorities in raising efficiency of achieving a policy about the accounting and control of the circulation of weapons;
- prevention and contributing to the operative discovery of crimes and other violations, committed using weapons;
- increase the quality of information assurance of law enforcement agencies;
- enabling interstate and international information interaction and information exchange collaboration;
- ensure prompt and full identification of small arms, which are in circulation on the territory of the Republic of Moldova, organizing access to an integrated data bank through liaison channels in real time and deferred query (e-mail).

1.5. Principles

Small Arms and Light Weapons e-Register will be developed and implemented based on principles of legality, human rights, merits, integrity, completeness and accuracy of data, state identification of object registration, information security, modularity, flexibility and scalability.

1.6. Legal and normative basis

SALW e-Register legal and normative basis is the legislation in force of the Republic of Moldova as well as international treaties to which Moldova is part of, including:

1. The Constitution of the Republic of Moldova.
2. Convention for the Protection of Individuals with regards to automatic processing of personal data with the Additional Protocol. Strasbourg, 1981, <http://datepersonale.md/md/international003>
3. Customs Code, adopted by Law no. 1149-XIV of July 20, 2000.
4. Law on arms no.110-XIII of May 18, 1994.
5. Law on registers no.1320-XIII of September 25, 1997. Official Gazette of the Republic of Moldova no. 77-78, November 27, 1997.
6. Law on licensing certain types of activity no.451-XV of July 30, 2001.
7. Law no. 1578-XV of 20 December 2002 to ratify the European Convention on the control of the acquisition and possession of firearms by individuals.
8. Law no. 186-XV of 24 April 2003 on conformity assessment.
9. Law no.467-XV of 21.11.2003 on Computerization and State Information Resources.
10. Law no. 133 of July 8, 2011 on the protection of personal data. Official Gazette no. 170-175.
11. Government Decision no. 840 of July 26, 2004 "On creation of the telecommunications system of public administration" (Official Gazette of the Republic of Moldova, 2004, no. 130, art.1013).
12. Government Decision no. 44 of January 18, 1995 "On measures to implement the Law no. 110-XIII of May 18, 1994.
13. Government Decision no. 711 of June 23, 2006 "On the Republican Commission for assessment, subsidizing and rejection of individual weapons".

14. Government Decision no. 126 of February 15, 2000 "On approving the list of the types of weapons and ammunition subject to sale to natural personas and legal entities".
15. Government Decision no. 1173 of December 19, 1997 "On the reporting of some pattern of weapons to individual weapons.
16. Government Decision no. 1010 of October 31, 1997 "On Approval of Rules of consignment trade."
17. GD no.634 of June 6, 2007 on approval of the Concept of automated information system "Small Arms and Light Weapons e-Register".
18. Government decision no. 1123 of December 14, 2010 on the Approval of Requirements for security assurance of personal data on their processing in the personal data information systems. Official Gazette no. 254-256, December 24, 2010, art. no.1282.
19. Technical regulation "Software lifecycle processes" RT 38370656 - 002:2006.

1.7. Scope of work

Based on the Concept of automated information system "Small Arms and Light Weapons e-Register" winning company will propose/develop a software solution for centralized recording and control of the circulation of weapons and ammunition, including small arms that state structures with militarized subdivisions have in their management, data managed by central MIA structure and territorial arms structures, explosives in district police stations, a solution that will ensure state level management of information activity operating in operative and analytical interest of data provided in the categories of records under p 1.3.

Companies participating in the competition will include in the offer the list and technical specifications of the equipment. The price of equipment will not be included in the offer.

2. System functions

The Small Arms and Light Weapons e-Register will ensure the following basic functions:

1. database development;
2. database information management;
3. information quality assurance;
4. Information security assurance.

2.1. Database development

The main functions of database development are as follows:

- primary record keeping,
- data updating,
- removal of records (archiving data).

Primary record keeping consists of assigning a unique record identifier to the information object (gun, gun owner or beneficiary, gunsmith, polygon, shooting) and entering into the system database a certain amount of data about it.

Updating system data consists of systematic renewal of database as a result of a change or supplement of data associated with registered objects.

Removal of records and data archiving is performed by applying a special marking or transformation to the database, required for historical research or online analytical processing.

All changes in the system are kept in chronological order. The functions mentioned above are done at the time of organizing collection of data on weapons and on their rightful owners during the production, sale, transfer, purchase, storage, port, transportation, including transit, use, confiscation

and destruction, export and import, as well as introduction and removal of unique weapon samples into / from the Republic of Moldova.

2.2. Database management

Information exchange of data between departmental automated information systems is governed by a regulation approved by all participants in the integrated information system of law enforcement.

Information from the database is provided by the holder of the Small Arms and Light Weapons e-Register as required by law. The information contained in SALW e-Register is not public, and its unauthorized disclosure is punishable by law.

2.3. Information quality assurance

Information quality will be provided by creating and maintaining of a quality system based on procedural approach in accordance with the National Standard SM EM ISO 9001:2002 "Quality management systems. Requirements".

2.4. Information security assurance

Information security will be ensured by developing and implementing a management system in accordance with international information security standards ISO 27000 and requirements of Government Decision no. 1123 of December 14, 2010.

2.5. Functional blocks

Recommended set of functional blocks is presented in the automated information system Concept "Small Arms and Light Weapons e-Register" (attached). Participants may propose personal vision, but these will include all the features mentioned in the Concept.

3. Organizational framework

3.1. SALW e-Register holder

The Ministry of Internal Affairs is the holder of the Small Arms and Light Weapons e-Register.

3.2. SALW e-Register keeper

The Ministry of Internal Affairs is the keeper of the Small Arms and Light Weapons e-Register.

3.3. SALW e-Register registrar

The Ministry of Internal Affairs and licensed dealers are the registrars of the Small Arms and Light Weapons e-Register.

The Ministry of Internal Affairs is responsible for the record of:

- arms (including small arms that state structures with militarized or special subdivisions have in their management) in circulation in the Republic of Moldova;
- owners and beneficiaries of arms, and the conditions of occurrence and termination of the corresponding rights;
- documents issued related to arms circulation;
- checking in order to control compliance with the marketing, purchasing, storage, port, transport and use of arms rules.

Licensed dealers as registrars are responsible for entering information about arms that are sold, repaired, returned on warranty, changed, ammunition, documents presented to the release of arms, ammunition and other information in accordance with the legal and normative framework.

3.4. System documents

SALW e-Register documents will be in the following categories: documents that establish a right, award documents, contracts of donation, inheritance certificate, documents confirming registration by the Ministry of Culture of arms for a museum or a special collection, identity documents and licenses, technical documents, technological documents (forms, questionnaires and other support information on arms).

4. Information resources

4.1. Information objects

SALW e-Register information resource is represented by all information objects determined by the destination of the system and includes:

- civil purpose arms and small arms that state structures with militarized or special subdivisions have in their management,
- arms subject of rights:
 - individuals (information object is borrowed from the State Population Register),
 - legal entities (information object is borrowed from the State Register of legal entities),
- rights:
 - property,
 - use,
- verifications (checks),
- documents from the following categories:
 - that establish a right,
 - authorization,
 - technical documentation.

In addition to this, information resources must include two mandatory information objects: the event and the form.

4.2. Objects identification

Identifier of the information object "weapon" is represented by the state identification number of the weapon (IDAR), representing a strictly determined sequence of 10 symbols, in which:

- first symbol - is internal systemic indicative of information object (for weapons - 7);
- symbols 2 and 3 - the last two digits of the year identification number was given;
- symbols 4 and 5 - code of the police authority that registered the gun;
- symbols 6 to 10 - police weapon registration serial number.

Identifier of information object "subject of right" is the state identification number of the natural person (IDNP) - for natural persons, or state identification number of the legal unit (IDNO) - for legal entities.

Identifier of information object "right" is the key combined of <IDAR> + subject of right identifier.

Identifier of information object "check" is the number of identification (ID), which is a strictly determined sequence of 8 symbols, in which:

- first two symbols are the last two digits of the year identification number was given;
- the remaining symbols represent the number of the check during the respective year.

Identifier of information object "document" is the combined key "document type" + "number" + "series".

Identifier of information object "event" is its serial number.

Identifier of information object "form" is its serial number.

4.3. Basic scenarios

Basic scenarios perform SALW e-Register functions related to information management and are divided into the following groups according to information objects:

a) For the information object "weapon":

The primary record is made:

- when issuing of permits for import of weapons in Moldova by subdivisions of the Ministry of Internal Affairs:
 - for temporary stay (sport, hunting);
 - for importing unique weapon samples;
 - legal entities for sale or subsequent use of weapons;
 - to carry weapons while transiting through the territory of Moldova; natural persons for personal use of weapons;
- when issuing authorizations for the import of weapons in Moldova by the subdivisions of the Ministry of Internal Affairs:
 - for temporary possession (sporting, hunting);
 - for import of unique weapons;
 - legal entities for commercial purposes or subsequent use of weapons;
 - for transportation of weapons in transit, on the territory of the Republic of Moldova;
 - for individuals for the personal use of weapons;
- when issuing weapons from the storages of the military units of the Ministry of Internal Affairs, to be used for civil purposes;
- when issuing authorizations for the right of exposure or storage of collection weapons;
- when conducting certification tests of weapons produced on the territory of the Republic of Moldova.

Data update will take place when:

- transporting weapons across the border of the Republic of Moldova, including the transit of weapons crossing the border, to be done by the Custom Service;
- issuing authorization for weapon;
- performing the technical examination of weapons;
- replacing documentation;
- the ownership changes or the beneficiary of the weapon changes or part of the ownership changes;
- losing the weapon or when it has been stolen;
- cancelling the authorizations issued previously;
- confiscating the weapons.

Data update by changes may be executed only by authorized persons. For this action, same forms of the screen will be used, just like in the case of entering primary data. Revisions made will not show immediately the changes that were introduced.

The system must insure registration of revisions made as well as informing the authorized persons who are decision makers. The authorized person visualizes all the changes, without decision, registered in the system and either accepts or rejects the proposed changes. The list of changes registered includes only operations without decision. Modifications are seen in SALW e-Register immediately after they are accepted by an authorized person.

It is imperative that the system registers the history of each revision (date of revision, author of revision, description, date of approval or denial, author of the decision, reason).

Removal from the system will be done when:

- the gun is taken out of the country permanently, with the subsequent confirmation by the customs institutions of the fact that it has been transported beyond the border;
- it is destroyed.

b) For the information object “subject of rights”:

Registration in the system is performed at the appearance of the ownership right (usage).

Data update will take place when the owner of the weapon changes his/her residence.

Removal from the system will be done when the ownership right is cancelled (usage).

c) For the information object “rights”:

Registration in the system is performed at the appearance of the ownership right (usage).

Data update is done when modifying or limiting the ownership rights (usage).

Removal from the system will be done when the ownership right is cancelled (usage).

d) For the information object “verification”:

Initial registration in the system takes place during the verification.

Data update is done when postponing the verification period, disputing the decision taken according to the verification results.

Data update is performed when the verification term is cancelled, disputing the decisions taken according to the results of the verification.

e) For the information object “document”:

The primary focus is on:

- manufacturing;
- records from other systems.

Data update is done when:

- the document changes its status;
- changes in the term of validity take place.

Removal of records is done at:

- destruction;
- definitive transportation abroad.

f) For the information object “event” and “form”:

Primary record is made at the registration of the event, simultaneously with the filling out of the appropriate form.

Data update is done at the appropriate decision making regarding the respective form by the persons responsible for all the stages of the technological chain of the information processing (at the same time, appropriate notes are written in the form).

Removal of the record is done when the event is cancelled.

4.4. Searching information

The system should allow efficient search of information stored and processed in the SALW e-Register. The following requirements are established when searching:

- maintain a list of search criteria;
- search lists are based on the structure of information regarding the information objects;
- simple search and combined criteria (using logical operations);

- multi-level search (search through previous search operations);
- transition to object in the system profile under drafting of search results;
- provide a mechanism for exporting the resulting data.

4.5. Reporting

Reporting functionality will insure viewing and access to the list of predefined reports, their execution, printing the results or exporting the results, as well as their administration. The list of predefined reports is organized as a multi-level hierarchical structure. Its administration is done through its special administration interface that allows change of name, change of location within the hierarchical structure or deletion of a selected report or a selected group of reports. Also, the interface can be used to create a new group. Access to these operations is given to users with Administrator role.

New reports will be created by a management tool of reporting models. This tool will allow creating a new layout, to change it, to create the layout from an existing one, to delete the layout, as well as to create a report based on the selected layout model. Access to these operations is provided to the users with Supervisor or Administrator roles.

The system must ensure viewing the results of layout execution. During the execution the user will be asked to enter values for variables defined in the layout.

The result of execution will be a generated report and/or list of warnings and/or list of errors made. Only after successful execution it will be possible to create a report and its publishing in the list of reports. Only published reports will be available to authorized users. When publishing the reports, individual permission access can be defined.

Users will see only the reports they have rights for.

During the implementation, the developer must include in the SALW e-Register the following predefined reports:

- Information on the organizations which possess weapons,
- Dynamics of weapons circulation by organizations, types of weapons, ammunition, etc.,
- Report by purposes,
- Report by category,
- Report by the date of registration,
- Extract from the Register,
- Territorial report.

The total number of predefined reports will be about 20, and the final list will be established in the Technical Task.

4.6. Data included in the SALW e-Register

Data represents sets attributed to information objects and include:

- a) Identification data of weapons and data on technical verification,
- b) Data on weapon model,
- c) Data on the subject of rights,
- d) Data on rights,
- e) Data on documents,
- f) Data on events,
- g) Data on the form,
- h) Data on the location (address and country) where the weapon is kept.

Data included in SALW e-Register are presented in the SALW e-Register Concept and will be specified in the Technical Task.

4.7. Access to the SALW e-Register and interaction with other information systems

Internally, the operative structures of the MIA will be able to operatively consult the Small Arms and Light Weapons e-Register, according to security levels. The operative structures of MIA, which will have access to the SALW e-Register data, will be established during the project implementation. The developer will provide the Beneficiary the working tools with this list.

The citizens will have the possibility to submit requests via internet for weapon procurement. Public access will be possible through electronic services using the unique window provided by the governmental portal. Until the final launch of the unique window, this service must be provided through the public website www.mai.gov.md.

Externally, the SALW e-Register will include tools and mechanisms of connection with similar structures from the EU member states in order to exchange data and information regarding the circulation of weapons and ammunitions from the Republic of Moldova to the European Union and vice versa. Access of similar structures from the EU member states to consult the SALW e-Register will be done by level of access and security, established according to the law.

SALW e-Register will have access to the information resources of the following state AIS:

- a) AIS “State Register for population”, which provides access to personal data of the subject of rights regarding the weapons and identification documents;
- b) AIS “State Register for rights entities”, which provides access to the registered data of the subject of rights regarding weapons and registration documents;
- c) AIS “State Register for strict evidence forms and excise stamps”, which provides access to the data on the strict evidence forms, used during paperwork;
- d) Information System of the Customs Service, which provides access to the data on the weapons transported beyond the state border and the documents which were issued at import;
- e) AIS “Judiciary Register”, which provides access to the data on judicial decisions entered into force regarding the rights to weapons;
- f) AIS “Register for criminal and criminological information”, provides access to data on the weapons that are stolen, lost, found, confiscated, turned in, in search; provides access on the criminal history of individuals, administrative punishment; provides access on individuals that are wanted or who are in the process of a criminal investigation, also data on individual ballistic characteristics of bullets and tubes used at attempting to shoot, confiscated weapons from the crime scene;
- g) Medical Information Integrated System of the Ministry of Health, which provides access to data on the existing or not of mental illnesses, alcohol abuse, usage of narcotic (psychotropic) substances by individuals for personal use.

By collaboration protocols, the rules and procedures will be established, through which the data exchange will be done between SALW e-Register and other authorities, including MEAEI, Customs Department etc. For interaction, web and VPN services will be used (about 60 VPN channels).

5. General requirements

5.1. System architecture

The system will be developed based on web internet/intranet technology. SALW e-Register architecture will respect the strict type of scheme of the information infrastructure of electronic communication of State AIS and will be formed in two levels: central and regional.

The Server part is installed in the Data Centre of MIA and includes the Web Server, Application Server and Database Centre. The Web Server will ensure the communications of users with SALW e-Register based on http(s) protocol. Application Server will ensure the logic of business-processes,

business rules and the execution of services within SALW e-Register. The described architecture doesn't impose the implementation of these applications on dedicated servers.

In order for the user to access the system, only an internet browser will be needed. User interfaces and the correct functionality will be provided, at least for the following applications: Internet Explorer 7.0+, Mozilla Firefox 2.0+, Opera 9.0, and Google Chrome.

The access of the users from the central office of MIA will be made via the local network or VPN channels. Users of other public administration bodies will access the SALW e-Register via the network of Special Telecommunications Centre or VPN channels.

The regional level is located in the administrative centre, within the police commissariats. The basic function of this level is to collect the information. The connection will be through VPN channels using Web browsers.

5.2. Hardware and software resources

The list of software and hardware, used at building information and telecommunication infrastructure of SALW is developed by the Developer together with the Working Group from MIA. Open source software solutions and open standards equipment will have priority.

6. Information security

6.1. Access structure

Access to the system is granted only after authentication and authorization. Each person will have a personal account. It is forbidden the use of the same account by several people. Authentication will be executed based on user name and password.

Information on the users is kept in the database, having indicated the personal data of each individual. This data includes:

- User code (login name, username);
- User's name;
- Registration date;
- National identification number (IDNP);
- Identification data (password in a protected format);
- Email address;
- Access with IP VPN address;
- Contact information.

User password will be kept in a protected format (unidirectional algorithm, for example, MD5). The user data is not allowed to be stored in open format. The system must ensure a password management policy, at least regarding the following values:

- password length;
- complexity (combination of characters, numbers and special symbols);
- expiry date (the maximum use of the password unchanged);
- the number of un-repeated cycles of the password used.

External access to the system will be granted to users who have sufficient rights, defined in the client's profile. The administrator will be the only one to access the parameters of data accounts management, as well as accounts management. Simultaneously, each user has the right to change their own password and personal data. This mechanism implies introduction of information, notification of Administrator and approval of changes by the Administrator as a result of verifications.

Along with the user personal data, the database will also contain separate tables for administering access to information. These tables will contain information about the user and the role or roles given within SALW e-Register, as well as user special rights.

It is mandatory that all changes to the system objects be registered in special tables, with the indication of the object, actions taken (entering information, modification, and deletion), date and time, user, IP address, previous values and the new ones. All unsuccessful access attempts have to be registered. Access to this information (logs) is permitted only to the Administrator. Access to the system will be organized in forms of sessions. The user's session must be blocked after session timeout. In this case, the user will have to repeat the connection in SALW e-Register.

For data protection, other technical-organizational measures must be ensured, such as adequate network configuration, protection of working station and internal security procedures.

6.2. Information integrity requirements

In order to ensure the integrity of the information on the SALW e-Register, the following requirements are established:

- Mandatory use of mechanisms of transactions;
- Use of stored functions and procedures;
- User's interface must present in a unique way the mandatory fields to be filled out in various electronic forms.

User interface must be available in Romanian, Russian and English. All labels, message titles and messages must be implemented as resources, with adequate interface to ensure the existence of translation and their update, as well as the creation and modification records.

All tables must ensure data integrity by using mandatorily the Primary Keys and eventually Foreign Keys.

6.3. Technical administration

Technical administration must ensure the following requirements:

- Administration of personal accounts of system users (creation, modification, suspension, blockage, termination);
- Implementation of the information security policy;
- Administration of roles (groups of users), management of system's access rights;
- Visualization and analysis of system logs (of application, system, web-server, database etc.);
- Technical administrator will not have access to the information from the system through these functions, nor through direct access;
- The rights of system administrator (application, web-server, database and operational system) are not necessary for the technical administration of SALW e-Register;
- Implementation of the mechanism to process exceptions, notification of the technical administrator about the appearance of issues in different ways (email, cell phone etc.);
- Ensuring the mechanism of backup and information recovery.

6.4. Information security management

The winning company will develop and implement the information security management system according to the international standards ISO 27000 class and GD 1123. The necessary set of documents afferent to the information security will be developed. At least 10 people responsible for information security will be trained.

The access to SALW e-Register database must be allowed on levels of security according to the law. The individuals who have access to SALW e-Register for introducing the data or for

consulting, will be nominated by the MIA, also an individual form each commissariat will be in charge for this at the territorial structures, such as rayon or municipality.

The data obtained from the system will be used for the purpose and within the limits set by the competent management bodies.

In order to prevent accidental data loss that is stored in SALW e-Register, an electronic archive will be created which will be administered by the owner/holder. The electronic archive will be updated periodically according to the technological framework, based on the date made available by the responsible individuals from competent authorities.

Records regarding lethal and un-lethal weapons and ammunitions represent classified information, according to Law nr. 110-XIII as of May 18th 1994 regarding weapons. The system will ensure the permanent character of updating and keeping the data in SALW e-Register records.

6.5. System reliability

SALW must ensure the correct functionality 24/7/365. These requirements can be implemented by using High Availability Technology. Developer has the right to implement the concepts Hot Standby or Load Balancing. These requirements are applicable for all the elements of the system.

At the same time, the developer must ensure Backup and Recovery mechanisms and procedures. Backups must be implemented regularly, preferably according to the GFS scheme (Grandfather-father-son, daily, weekly, monthly). It is recommended the use of complete and incremental backups. It is necessary to keep the copies on electronic means outside the system.

In order to optimize the backup process, the security copies must be organized in the regime of programmed operations (during the minimum task of the system), as well as manually, at the Administrator's initiative.

The developer must also ensure clear instructions regarding the restore and re-launch of SALW e-Register in emergency situations, as well as minimization of the task in these kinds of situations. Simultaneously, the system must be ensured with a monitoring system of the main performances and an alarm mechanism in case of exceeding the predefined parameters or excessive usage by the system users by notifying the Administrator.

7. Testing and acceptance

The acceptance of the system will be permitted only in case of successful tests. The Developer has the responsibility to ensure the testing. These responsibilities include:

- Functional testing;
- Testing under load.

During the functional testing, it is needed to demonstrate the general compliance of the developed system with the Technical Task. The accuracy and completeness of the system's functions will be verified according to the Technical Task, types and limited values of data entered, convenience of software used and friendly user interface.

While testing under load, there will be verifications on the system's behaviour to higher values than the maximum allowed during the process of exploitation. In this case, it will be analyzed and documented the level of performance of the hardware components (CPU usage, memory usage, network bandwidth, etc.) and the response time of the system. The system must ensure satisfactory performance on tasks which exceed the maximum proposed values (values, which will be specified in the Technical Task) of at least 10 times.

During testing, all errors and observations will be documented both by the Developer and Beneficiary. The testing's protocol will contain errors that will be classified in the following groups:

- Critical, which have caused the technological process to stop or have created impediments for the program to work;
- Moderate, which have caused inconveniences during the working stage or which have had a negative influence on the productivity, system security, including limitation of system's functionality;
- Errors of the programming process, which requires the extension/modification of the system's functionality, which are not comprised in the limits of the Technical Task.

At the same time, the documentation presented will be verified, in terms of content and quality of the work done, analysis of the technology applied, algorithms and program codes, and implementation of requirements.

The acceptance of the system is organized by experimental exploitation. After eliminating critical errors, the system needs to pass again the qualification testing. Experimental exploitation is allowed after the removal of all errors from this group. The moderate errors are removed during the experimental exploitation.

Programming errors are analyzed by the Developer together with the Beneficiary. Each of them will reach separate decisions, based on which a protocol will be signed.

The acceptance of the system is done according to the signed protocol, with the mandatory condition that all errors found had been fixed and continue the exploitation for two months during which no observations will arise of new errors being detected.

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8. Final requirements

8.1. Documentation

All documents which will be elaborated in Romanian and Russian. During the development of the system it is mandatory to elaborate the following documents:

- User's Guide;
- Administrator's Guide;
- Programmer's Guide;
- Set of documents regarding the information security management.

User's Guide must contain general information about the system, clear and accessible instructions regarding the use of the system (log in/log out). These instructions will be elaborated for each of the system's business roles and respective processes.

Administrator's Guide must include detailed information about the SALW e-Register architecture, clear, accessible and concise procedures regarding the system installing and/or respective modules, user administration and their rights in the system, system service, execution of additional copies and restoring the system, monitoring the performance and the access.

Programmer's Guide reflects how the system has been developed, detailed description of the architecture, technology and tools used (interpreters, compilers, integrated software development environments, versions, license mode), clear and concise description of the databases structure, processes and information flows, relations between various objects, code of modules, functions, and procedures, indicating the in and out parameters, processing exceptions and respective algorithms.

8.2. Output products

In this project the applicant is to provide the following products and services:

- The software of the information system "Small Arms and Light Weapons e-Register";

- Electronic documentation offered on a CD;
- The report of the internal testing;
- Installation of the software on Recipients server based on sources presented on the CD;
- Training and consultation of users and technical staff (50-60 people) at the developers headquarters or rented rooms by developer, specially equipped with technical means for training activities;
- Implementation of the system inside the Ministry of Internal Affairs;
- The overall system servicing, providing advice and removing errors during three calendar years.

8.3. Task achievement milestones

I Milestone – 8 weeks

Contract signing is followed by Technical Task development, coordination and approval. System design, data modelling, interface design, testing and quality plan will be realized synchronously. The document for the technical design of the system will be presented, coordinated and approved by the Working Group of MIA and UNDP.

II Milestone – 8 weeks

At this stage the system will be developed and functional and load testing will take place. Documentation and MIA testing results will be developed, coordinated and approved.

III Milestone – 4 weeks

At this stage implementation plan will be accomplished.

IV Milestone – 4 weeks

Will include post-installation monitoring and correcting errors. Modifications to the software and documentation will be introduced if necessary. Quality Review Document will be signed with MIA.

V Milestone – 2 weeks

Training course for administrators, programmers and users will be held. At this stage the statement of Acceptance-Delivery Protocol will be signed after which all products on p. 8.2 will be presented and accepted.

VI Milestone – 36 months

Full maintenance service with error removal will be offered. Advice by phone and visits to customer will be granted during this stage.

Milestones I - V will be executed simultaneously in a manner that the project overall duration will not exceed 4 months.

8.4. Company requirements:

The applicant company should meet the following criteria:

- At least 3 years of experience in information system development;
- Licensed in "Service provision in cryptographic protection of information" (<http://www.licentiere.gov.md/public/files/Ghid/Conditii%20%20de%20licentiere/29.pdf>). Other licenses will be an advantage.
- Work will be performed by highly qualified personnel;
- Has office and comes equipped with all necessary equipment and software;
- Positive experience working with governmental and international organizations will be an advantage.

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 ...				
Description of Activity/Item		Number of Staff	Monthly Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
1.2	Services in Field			
2.	Out of Pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			