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Request for Proposal (RFP)

Ref. no. *RFP12/00550*   Date: **21 June 2012**

Dear Sir/Madam,

Subject: RFP for the provision of Services for the Development and Implementation of the Moldova Aid Information Management System

1. You are requested to submit a proposal to set up Aid Information Management System for Moldova as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, attached are:
    - i.   Instructions to Offerors   (Annex I)
    - ii. General Conditions of Contract   (Annex II)
    - iii. Terms of Reference (TOR)   (Annex III)
    - iv. Proposal Submission Form   (Annex IV)
    - v.   Price Schedule/Financial Proposal   (Annex V)

3. Your offer comprising of technical proposal and financial proposal, <u>in separate sealed envelopes</u>, should reach the following address no later than **18 July 2012, 16:00 hours, local time.**

    Offers can be submitted either in hard copy or electronically.

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

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

    b) Offers sent electronically need to be addressed to the following e-mail address:
    > **tenders-Moldova@undp.org**

    Offers shall be clearly marked with "**RFP: Services for Development and Implementation of the Aid Information Management System of Moldova**"

    Contact person for clarifications: **Alexandru Oprunenco**, Policy Specialist, alexandru.oprunenco@undp.org.

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Matilda Dimovska,
Deputy Resident Representative

Instructions to Offerors

A. Introduction

1. General

Republic of Moldova is supported by an increasing number of development partners (DP) in its efforts to build an effective and sustainable economy and to integrate with European Union to the benefit of people of Moldova. It is widely understood within the Government of Moldova, that a proper mechanism of coordination of external aid is a prerequisite for its effective and targeted use in achieving results planned in Moldova's National Development Strategy (NDS). Development Partnership Principles and their Implementation Plan are two important documents established in 2010 to guide overall process of coordination and management of external aid flowing into Moldova, which evidence the commitment of Government of Moldova and its DPs to, among others, share information on external assistance to enhance its effectiveness, transparency and mutual accountability.

UNDP-Moldova is supporting Government of Moldova in setting up of an Aid Information Management System (AIMS) as the key tool to coordinate and manage external aid rendered to the country. The AIMS of Moldova will be used for recording, tracking and monitoring of projects and programs implemented with the financial and technical assistance of Moldova's Development Partners and will support decision making process pertaining planning, implementation and analysis of external aid in its entirety, enhance aid effectiveness and transparency in line with global trends, principles and indicators, as recommended by Paris Declaration on Aid Effectiveness (PDAE), Accra Agenda of Action (AAA),International Aid Transparency Initiative (IATI), as well as recent Busan Partnership for Effective Development Co-operation.

The main objective of the AIMS is to provide a web based collaboration environment for data entry, presentation, reporting, analysis and management of external assistance to Moldova, segregated by sectors, regions, national priorities and types and modalities of assistance.

The practice of sharing information on development assistance rendered to Moldova did exist for some time. The main tool for this was and still is the database of Integrated Data on External Assistance (IDEA) set up with the support of the EU in the year of 2000. However, the functionality and features of IDEA are either outdated or limited in scope. The purpose of the services requested by this RFP is to develop and implement a fully fledged AIMS as described in the attached TOR and transfer the data in existing system (IDEA).

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 organization'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 5 days prior to the deadline for the submission of Proposals. Written copies of the organization'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 10 and 11 (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 organization (experience, human resources, technical and managerial capacity in related field, including company's litigation and arbitration history);

- Copy of registration certificate of the organization;

- Company's portfolio regarding the implementation of similar projects;

- Company's list of customers/ beneficiaries of services for previous/on-going projects;

- Work plan and approach (detailed description of activities, timeline, agenda);

- Implementation plan and indication of the required licensing system throughout the contract;

- CVs and certificates of staff proposed for implementation of this project and their role;

- List of envisaged risks related to project implementation;

- Financial balance sheets for the last three fiscal years (companies from Moldova shall provide copy of financial balance sheet endorsed by the National Bureau of Statistics of the Republic of Moldova; companies from abroad shall provide audited financial report by a reputable specialized agency). Based on provided documents, the quick ratio (ratio between the company's liquid assets and its current liabilities) shall be calculated in order to evaluate the financial health of the bidder. A quick ratio lower than 1 may be grounds to disqualify the bidder;

- Warranty and maintenance proposal for the AIMS;

- 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 organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) **Proposed methodology**

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be dearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

10. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents (annex V), 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 authorized to bind the Offeror to the contract. The latter authorization 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 initialed 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: Registry Office/Procurement

    and-

- marked with: "**RFP: Services for Development and Implementation of the Aid Information Management System of Moldova**"

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 9 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule/financial offer 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 9 (*Proposal form*) above and shall have the following subject: "**Technical Proposal for RFP: Services for Development and Implementation of the Aid Information Management System of Moldova**". The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: "**Financial Proposal for RFP: Services for Development and Implementation of the Aid Information Management System of Moldova**" - 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 specified under clause *Sealing and marking of Proposals* no later than **18 July 2012, 16:00 hours, local time.**

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

17. Late Proposals

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

18. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

19. Opening of proposals

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

20. Clarification of proposals

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

21. Preliminary examination

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

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

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

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

22. Evaluation and comparison of proposals

A two-stage procedure is utilized 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 Offerrors.

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
1. Expertise of Firm / Organisation Submitting Proposal	35%	245				
2. Proposed Work Plan and Approach	45%	315				
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**
Expertise of Firm / Organisation Submitting Proposal					
1.1 Relevance of : - previous verifiable experience in creating web based AIMS with requested functionality	70				
- expertise and/or capacity in system integration, as it relates to transition/migration from IDEA to a fully fledged AIMS	35				
- experience in the region (CIS/Eastern Europe)	35				
- work for UNDP/ major multilateral/ or bilateral programmes/donors	20				
	160				
1.2 Quality assurance procedures, warranty	35				
1.3 General Organizational Capability which is likely to affect implementation (size of the firm /organization, financial capacity, strength of project management e.g. project management controls; proven competence and reliability of Staff)	50				
Total Form 1	**245**				

Technical Proposal Evaluation Form 2		Points obtainable	Company / Other Entity			
			A	B	C	D
Proposed Work Plan and Approach						
2.1	To what degree does the offer ensures integrated solutions for various analytical tools, such as ad-hoc reporting, dynamic GIS, charts, executive level reporting and presentation of data?	100				
2.2	Does the approach and suggested solutions in performing the task ensures implementation of key requirements of the client, such as user-friendliness, secure decentralized public access to data for various purposes, internally generated notifications for management of business processes etc.?	100				
2.3	Have the different aspects of the task been addressed in sufficient detail?	45				
2.4	Is the proposal clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	35				
2.5	Has the offeror clearly stated its flexibility and availability to correct and adjust the system during the 24 months' warranty period?	35				
	Total Form 2	**315**				

Technical Proposal Evaluation Form 3		Points obtainable	Company / Other Entity			
			A	B	C	D
Personnel						
3.1	How is labour divided among suggested staff working on delivery of task (including supervisory role)?	30				
3.2	General qualification and previous experience of key staff proposed	60				
3.3	International experience of staff and capability of delivering training on the use of the end product as specified in ToR	50				
	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 organization 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.

Terms of Reference
Aid Information Management System of Moldova

Abbreviations and Acronyms

AIMS	Aid Information Management System
AIS	Automated Information System
CPA	Central Public Authority
DP	Development Partner
eGC	e-Government Center
GoM	Government of Moldova
IATI	International Aid Transparency Initiative
ICT	Information and Communications Technologies
IDEA	Integrated Database on External Assistance
MDG	Millennium Development Goals
NDS	National Development Strategy
ODA	Official Development Assistance
SLA	Service Level Agreement

1. Introduction

This TOR incorporates Technical Specifications (TS) for the upgraded database of Integrated Data on External Assistance (IDEA) currently operated by GoM. The GoM and majority of Development Partners (DPs), expect that IDEA shall be upgraded and/or converted into a fully fledged Aid Information Management System of Moldova (AIMS-Moldova). The TOR thus lays out the main context, functions and features of AIMS; the options for different applications of AIMS to support various requirements formulated by the GoM; options for implementation.

Further, the Document presents the context within which the system will be developed and contours the areas covered by it. The background and constraints are presented in Chapters 2 of the Document. System description, objectives, expected benefits and architecture are described in Chapters 3 -5. The subject area of automation and the requirements outlined towards them, including information objects are described in Chapter 6. The deliverables of the project are listed in Chapter 7.

The context of this document is driven by the following resources:
- Government Decision no. 12 of 19.01.2010 approving the Regulation regarding the institutional framework and the coordination mechanisms for foreign assistance granted to Republic of Moldova by international organizations and donor countries
- Government Decision no. 246 of 08.04.2010 regarding the mechanism of applying zero VAT to the supply of merchandize and services rendered within the country and regarding the application of fiscal and customs facilities for technical assistance and investment projects covered by international treaties that Republic of Moldova is signatoryRethink Moldova: Priorities for Medium Term Development
- Republic of Moldova Partnership Principles Implementation Plan (PPIP)

- Paris Declaration 2005
- Moldova Paris Declaration survey 2008
- Busan Partnership for Effective Development Cooperation, 2011;
- IATI standard, http://www.aidtransparency.net/iati-standard

The Document will be used as a basis for procuring the services.

2. Background Information

Republic of Moldova is supported by an increasing number of development partners (DP) in its efforts to build an effective and sustainable economy and to integrate with European Union to the benefit of people of Moldova. It is widely understood within the Government of Moldova, that a proper mechanism of coordination of external aid is a prerequisite for its effective and targeted use in achieving results planned in Moldova's National Development Strategy (NDS). Development Partnership Principles and their Implementation Plan are two important documents established in 2010 to guide overall process of coordination and management of external aid flowing into Moldova, which evidence the commitment of Government of Moldova and its DPs to, among others, share information on external assistance to enhance its effectiveness, transparency and mutual accountability.

The practice of sharing information on development assistance rendered to Moldova did exist for some time before those principles were adopted. The main tool for this was and still is the database of Integrated Data on External Assistance (IDEA) set up with the support of the EU in the year of 2000. Initially it was operated by Ministry of Economy, whereby to exercise the privilege of VAT exemption multilateral and bilateral agencies were obliged to regularly report on their respective projects thus, *inter alia,* contributing to population and update of IDEA. This influential instrument is still used to sustain information flow from DPs to the GoM with regards to VAT exemption.   However, a series of important objectives of IDEA-type systems used for external aid coordination and management, such as their use to inform planning, decision making and assess the parameters of effectiveness of aid were compromised. A rather poor communications strategy of IDEA over time resulted into a little awareness of this system among its potential users and beneficiaries in the Government.

Transferring the IDEA to State Chancellery in 2010, in our opinion evidences the recognition of the importance and much greater potential of the system by the current Government, as it is put under direct control of the Prime Minister of Moldova. Apart from informing on VAT exempted projects (see, for example, the Government Decision no. 246 of August 2010), use of information on external aid for national planning, identifying gaps and overlaps through aggregated presentation of aid information, reviewing and analyzing the dynamics of aid flows, harmonizing it with reporting and monitoring framework of the national budget, monitoring and evaluation of the results produced through external aid, recording and monitoring of aid effectiveness indicators are to name but few aspects, that IDEA can be used both by the GoM and its DPs in the broadest sense. Most of the Government Ministries have confirmed, that establishing and operating of such a system in Moldova will be of great help to them in managing and improving their sectorial activities, assessing effectiveness and carrying out reporting and analytical obligations. The GoM's resolution N 12 of 2010 reinforces the accountability framework of Government agencies in respect of external aid provided, by defining their responsibility to report on respective projects implemented under their authority and sectors of influence.

3. System Applicability

Objectives:

- *Comprehensive Mapping*: To establish a publicly accessible, transparent and global picture of international assistance to Moldova on a perpetual basis
- *Accountability*: To facilitate mutual accountability between donors, UN agencies and other implementing partners, and Moldova authorities regarding development investments funded through international assistance rendered to Moldova and domestic resources.
- *Aid Analysis and Planning*: To provide an effective tool for helping the Moldova national and regional authorities and aid community to analyze aid flows, determine priorities, identify overlaps, analyze results vs funds spent and reach agreements on strategic direction with regards to the targeting of international assistance.
- *Addressing A Gap*: To overcome the absence of an aggregate overview of aid to Moldova, as well as universally accessible unique archival repositories of assistance to Moldova over time.
- *Measurement of Results*: To analyze and measure intended versus actual results of initiatives and enable greater accountability and management thereof.

Anticipated Benefits:

- Playing a critical role in decision-making on the allocation of resources by providing an overall picture of aid flows;
- Assisting in identifying funding gaps, alerting both government and donors to upcoming financial needs;
- Supporting evolving national development frameworks by making information about flows contributing to specific indicators available for cost analysis;
- Potential to link with national budget planning;
- Fostering transparency and accountability by recording and tracking projects and financial flows;
- Presenting the national authorities and international community with accurate and up-to-date information of the status of aid activities in the country through online web-based reporting;
- Thorough planning and management tools, enabling aid flows to be more efficient and effective through decreasing duplication or overlap of aid-funded activities;
- Assisting in multi-year programming through providing a clear picture of pledges and commitments juxtaposed against future needs;
- Providing geographic presentation and analysis of data on externally funded projects and programs through advanced GIS;
- Providing an inclusive framework for tracking development interventions through various aid delivery modalities, including, but not limited to project and program aid, SWAPs, direct budget support, etc.

Information flow

- Data collected and/or otherwise produced and stored in various electronic forms across the Government and DP agencies can be converted into IDEA to reduce the data entry routine and costs
- When possible donor data will be uploaded using IATI standard procedures (WB and DfID already implemented the IATI standard)
- Public investment programs funded from domestic sources may be recorded on the AIMS, thus providing an evidence of GoM's commitment to transparency
- The system can be password-protected and access can be modified depending on user rights.

AIMS as a tool

- Functionality of the AIMS will include **searches, tracking and aggregating results** by: project name; sector; date; donor; implementing organization; all subcontractors along the supply chain; recipient Moldova authorities; types of assistance, type of beneficiary, levels of cost; and results; commitments and disbursements to implementing partners; expenditures made by implementing agencies and **progress towards** outputs, outcomes and **results**; as well as assets transferred to recipient institutions to enable on-line audit of the same.
- The database will be hosted by State Chancellery of Moldova on dedicated servers to be maintained and administered by trained staff.

Capacity building

Capacity building dimension should be embedded in the AIMS project and includes a series of training for designated officials from all Government Ministries and international community in the short to medium term.

4. **Software Architecture**

As part of the e-Government technology platform, Moldova is building a new shared infrastructure which will allow ministries and agencies to host information systems within it. This infrastructure will be built using cloud computing – a mature yet still promising modern technology which changes the delivery of IT services into an efficient self-service provision of IT resources combined with pay per use models. For convenience purposes, in Moldova, this cloud computing technology will be called M-Cloud.
This platform is in essence a private cloud offering three main service delivery models – Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS).
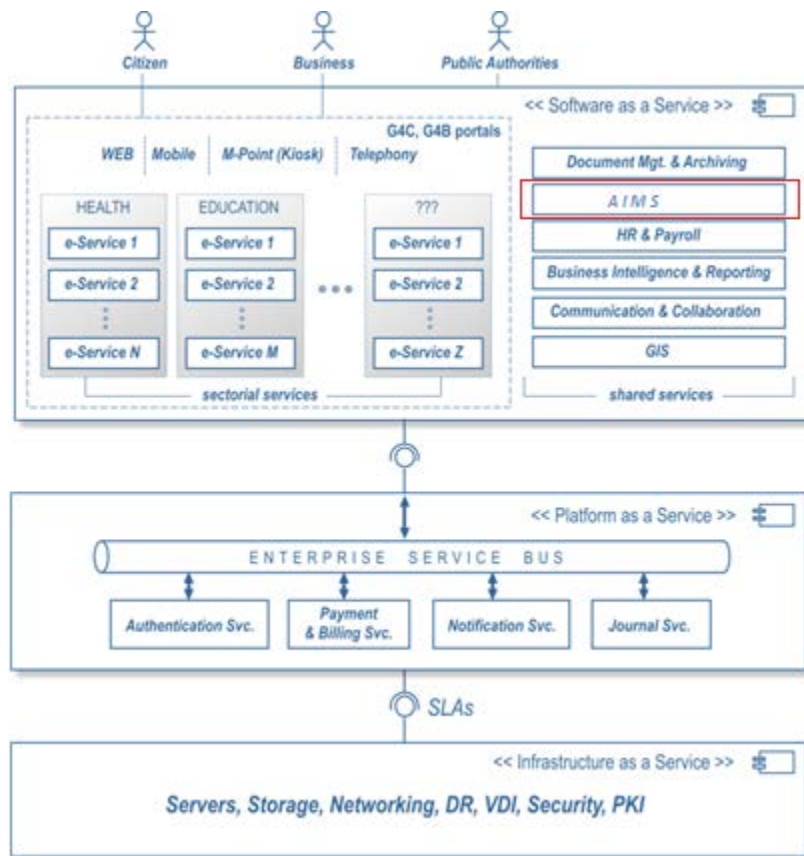
Figure 1 - The high level architecture of the e-government technology platform

The Infrastructure level services will mainly rely on re-using existing and upgraded service provision offered by CTS. Using these services will allow ministries and agencies to extend their IT capacity in a very short time frame. When requested resources are no longer necessary, the agency will be able to scale them down, therefore functioning on a pay-for-usage basis.

The Platform level services will offer common functionalities to business services operated by ministries and agencies on the Software as a Service level. At the time being, the architecture defines three re-usable Platform level services:

- Authentication and Access Control service (AAC) – provides a unified way to solve application security related tasks such as identity management, authentication, transaction authorization etc.;
- Notification service – provides an unified way to send notifications when needed, thus allowing for offline interaction with citizens;
- Journal service – provides a unified way to store and retrieve data regarding users activity within information systems.

Platform level services are intended to be utilized by current and future electronic services that ministries and agencies can develop. AIMS should integrate all these three services that are readily available

At the moment procurement is ongoing to purchase the cloud solution and to implement some of the platform level services. These should be available for general use by government agencies by the end of 2012.

5. **Actors and Roles**

5.1. Beneficiaries
- Moldova Government and Civil Society/NSA
- Moldova donors, UN agencies and international NGOs
- People of Moldova

5.2. Information Resource Holder

- State Chancellery of Moldova

5.3. Actors

AIMS distinguishes the following human and system actors:

- *Citizens* who review and inform themselves about Aid projects. While the information is addressed mostly to citizens, anybody who's interested can take this role and review publicly available information.
- *Sector Representatives* are designated personnel from different Ministries and other Government Institutions who coordinate Aid in different sectors of the country. Sector representatives are human actors and they manage the data in their areas of responsibility.
- *State Chancellery Representatives* are also representatives and they take the oversight role by being able to work on all sectors of the country. They have the role to coordinate and to report at country level.
- *System Administrators* who ensure technical capabilities and business continuity of AIMS.
- *Donors* are represented by countries and international bodies who partake in funding of different sectors. Donors are represented by human representatives mostly. Still, some donors might have information systems that AIMS can integrate with. Example Donors are EU, US, World Bank etc.
- *AIMS* is the current system
- *IDEA* is the old/legacy version of the Aid Management System. IDEA will be migrated into AIMS.
- *Ministry of Finance* represents both an organisational stakeholder as well as an automated information system used for national budget planning, approval and execution. AIMS integrates with Ministry of Finance in order to provide a full budget picture at the country level.
- *IATI* providers represent automated information systems that are capable to provide Aid data to AIMS. WorldBank for example, operates such a system and AIMS will need to provide an integration interface to get/update data about WorldBank projects.
- *Implementers* represent institutions that manage the various stages of a project implementation - either directly or as subcontracting agents. UNDP is an example implementer. Subcontractors are other such examples.
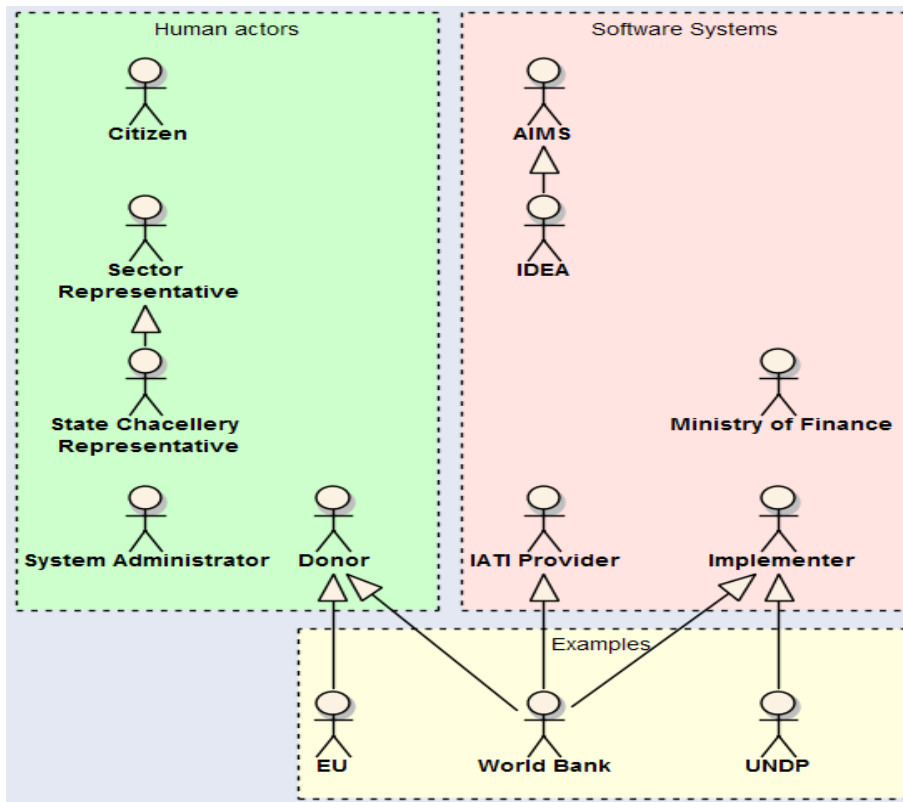
Figure 2 - AIMS Actors

6. High-level use cases

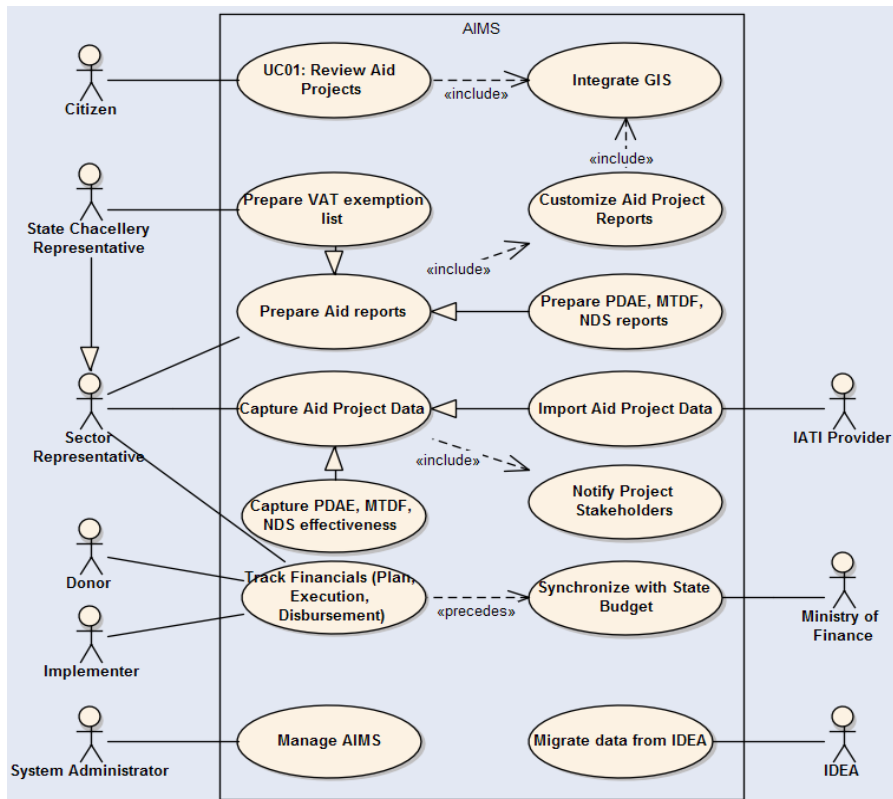The main use cases in the system are outlined below:

Figure 3 - High-level use cases

- Citizens (and the public at large) *Review Aid Project data*. They are provided with information at different levels of detail about the many Aid projects operated in Moldova. The information is provided in the form of reports and offers the possibility to drill down into different aspects of the project. GIS integration is used to facilitate selection of data at local/regional levels.
- Sector Representatives *Prepare Aid Reports* as required within their sector. As a special case, State Chancellery Representatives prepare reports at country level.
- *State Chancellery Representatives* prepare a specific instance of VAT exemption list periodically to allow timely approval of VAT exemptions.
- Special cases of Aid Reports are *reports relating to PDAE, MTDF and NDS indicators*.
- Preparation of Aid Reports includes facilities to *customise Aid Project Reports* as needed by operators. This also integrates GIS facilities that allow easy local and regional data visualization.
- Sector Representatives *Capture Aid Project Data*. They coordinate with Donors and Implementers and collect the required data in advance.
- If Donors and Implementers are willing, they can be assigned Sector Representative credentials.
- AIMS offers facilities to *Import Aid Project Data* from IATI Providers. IATI is a standard interface and only one technical implementation is required. At the moment World Bank publishes a lot of data in this way. Many donor countries are implementing such facilities and as these become available AIMS will integrate with more of them.
- When Project Data is updated Aid Project stakeholders are notified of the change so that they can review the updated information and give feedback to Sector Representatives. (Feedback loop is outside the scope of this project.)
- A special case is to *Capture PDAE, MTDF, NDS effectiveness indicators*. These are captured in order to allow long term planning and coordination of aid funds.
- An important aspect of Aid Projects is their Financial aspect. AIMS will facilitate *capture and tracking of the full cycle of Aid projects*, including planning, execution and disbursement of funds.
- Presence of Financial data facilitates *Synchronisation with State Budget System* held by Ministry of Finance.
- System Administrators *Manage different AIMS technical facilities*.
- They also ensure business continuity of the system.
- Data or even technical implementation of IDEA system will be migrated into AIMS.

7. **Technical Specifications and System Requirements for AIMS Moldova**

This chapter presents requirements for development of a fully fledged Aid Information Management System (AIMS) to support aid coordination and management in the country and migrate the data from existing database of Integrated Data of External Assistance (IDEA). The AIMS shall support tracking, monitoring and decision making on external aid provided to

Moldova benchmarked against the National Development Strategy (NDS) of the country, named **Rethink Moldova: Priorities for Medium Term Development**. The purpose of these Technical Specifications (TS) is to provide guidelines and describe minimal functional requirements for AIMS that is expected to be delivered by a professional **Software development company specialized in the field of aid management and effectiveness**. In accordance with these TS, the new AIMS shall build on existing IDEA database to the extent possible to ensure sustainability of investments already made. In particular, IDEA data repository should be integrated with newly developed and customized modules described below, to meet the current and possibly evolving needs of the GoM. Implementation of the AIMS includes the following elements:

- Conduct in country needs assessment of stakeholders, including Ministries, State Chancellery's National Coordination Unit (NCU), donor community, UN agencies and NGOs;
- Review and study the current setup of IDEA, in particular its data structure and propose solutions for integration with newly developed functionality. As well, identify ways and feasibility of further modification of IDEA to comply with IATI standards, specifying minimum set of data to be reported in country level external aid management systems;
- Customize standardized web-based software of AIMS to ensure that the new/upgraded system provides a number of key features, such as on-line decentralized data entry, advanced web-based analytical reporting, chart building and geographic presentation and querying of data, sector/donor profile, M&E of results. This will include also executive level quick reporting for GoM and DPs' senior officials.
- Development of on-line database administration functionality to ensure simple and effective data management, control over information flows and monitoring of user activities and issues, to be put at service of Government of Moldova's NCU;
- Deployment of the AIMS on vendor's servers;
- Provision of an awareness event for all users and customized trainings to various groups of users;
- Convert data on external assistance from existing sources and systems of various Government and donor agencies into AIMS (as available);
- Technical support and maintenance services;
- Development of documentation (Guides and Manuals for users/administrators, as well as for external users).

7.1. Functional specifications

The AIMS should be a web-based and publicly accessible collaboration platform with a user-friendly and intuitive interface.

Basic functionality

FS001   Advanced analytical reporting capabilities to accommodate standardized official reporting requirements and easily customizable, user-defined querying

FS002   A geographic information system (GIS) that is seamlessly integrated within the IDEA, easy-to-use by non-technical specialists, and sufficiently advanced to allow for dynamic and in-depth analysis of geo-referenced data through plotting, scaling, and charting features

FS003   Ability to capture various aid delivery modalities , including, but not limited to project aid, program aid, SWAPs, budget support, trade for aid etc.

FS004   Provide disaggregated entry and presentation of project/program data by sector/sub-sector, location (at least two levels – regions and villages/towns), donor, implementer, contractor, and beneficiary

FS005   Instant reporting and automatic notifications on projects marked as VAT exempt at predefined schedule

FS006   Automatic notifications on projects and program information updates

FS007   Maintaining project information update logs

FS008   Provide tools to track and monitor financial information (budgets, commitments, disbursements, expenditures);

FS009   The ability to integrate with the Government's public financial management information systems in order for aid information to inform national budget planning and implementation;

FS010   Provide tools to capture and analyze aid effectiveness indicators defined in Paris Declaration on Aid Effectiveness (PDAE) and other relevant indicators (Medium Term Budget Framework, National Development Strategy etc.);

FS011   Provide tools to retrieve donor information from IATI registry (currently, DfID and WB have already implemented the IATI standard on reporting to country level systems);

FS012   Have user-friendly web interface for decentralized data entry and management;

FS013   Ability to distinguish between programs and projects and linkages between a program and associated projects within that program

FS014   Have multi-lingual capability, essentially allowing Romanian and English language presentation of data and reports;

FS015   The administration module of the systems should have tools to allow the database administrators to modify such tables as: geographical names, list of sector codes, list of KPIs, list of aid effectiveness indicators, other categories of tables that define specific projects or programs (types, statuses etc.).

Additional Functionality

FS016   Executive level reporting and presentation of data

FS017   The ability to monitor alignment of aid to, and the implementation of, Moldova's NDS, by incorporating the necessary M&E framework and indicators

FS018   A user-friendly web page that is fully integrated with the AIMS to enable rapid and automated publishing of aid information for the general public.

7.2. Non Functional specifications

Information objects

The AIMS captures the data sets defined in IDEA database and ensure a smooth integration of the "old" and "new" functionalities and features, and a quick buy-in from national and international stakeholders. Said data sets can be accesses at the NCU web-portal http://www.ncu.moldova.md and open data portal http://date.gov.md.

Additionally, AIMS will capture all data elements defined by the IATI standard.

Given that collection and capturing of various data have different complexity, their introduction can be phased out. The table below compliant with IATI recommendations is provided just for orientation purposes and it is left for further discussions between the client and the vendor of the AIMS, but should be defined no later than the needs assessment deliverable of this TOR.

	Field name	Basic Functionality	Additional Functionality[1]
1	Project implementation information		
	• Donor/implementer coding	X	
	• Title, description, objectives	X	
	• Program or project	X	
	• Sector/sub-sector (OECD/DAC)	X	
	• Alignment to NDS priorities	X	
	• Location (as per the official map)	X	
	• Status	X	
	• Type of assistance (e.g. project	X	

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[1] No data fields are specifically attached to Executive Reporting Module (FS016) and Web Page integrated with AIMS (FS018)

	support, program approach, SWAp, budget support, trade for aid, etc.)		
	• Start/End Dates	X	
	• Type of funding (grant/loan/TA)	X	
	• On/Off budget	X	
	• Contact details	X	
2	Financial information		
	• Project budget(by years)	X	
	• Commitments, dates (donor to implementer)	X	
	• Disbursements, dates (donor to implementer)	X	
	• Expenditures, dates (implementer to recipient or procurements)	X	
	• Government co-funding	X	
3	Monitoring and evaluation (FS017)		
	• Key Performance indicators (tbd)		X
	• Sector and program targets		X
	• Evaluation fields (tbd)		X
	• Outcome indicators (tbd)		X
	• Paris indicators (tbd)		X

Non-Functional specifications

General system requirements

SYS001 The System shall be available 24x7. Planned downtime is allowed. If periodic planned downtime is required it shall be scheduled outside business hours.

SYS002 The System shall sustain simultaneous work of at least 20 users.

SYS003 The user interface of the system is presented in Romanian and English languages

SYS004 The system data shall be preserved for at least ten years.

SYS008 The publically accessible web pages shall work acceptably on current and modern Web Browsers: Mozilla Firefox, MS Internet Explorer, Google Chrome, Opera and Safari. Acceptable is deemed to be the implementation that while divergent on the presentation preserves the general decoration of the page and provides the functionality in a consistent manner.

Security and protection requirements

The System shall comply with the technical requirements towards the Information Systems imposed by the Standard of the Republic of Moldova SMV ISO/IEC 27002:2009 Information Technology. Security techniques. Code of practice for information security management.

The following functionalities will be checked upon acceptance:

SR001   The System guarantees storage and integrity of all data, including local journals.

SR002   Access to the system shall be controlled.

SR003   The system shall control function level permissions.

SR004   The system shall control field level permissions.

SR005   Open information is available to anonymous Users.

SR006   Access to the functions granted to non-authenticated Users is controlled against service overload.

SR007   The system uses first the central Authentication and Access Control service to authenticate external users and optionally relies on internal user management and authentication mechanisms if Authentication and Access Control service fails

SR008   Privileged data exchange within the system is done through secure channels.

SR009   The business actions are recorded in the platform level Journal Service.

SR010   The System emits a periodical signal that indicates its operational status.

Software, Hardware and Communication Channel Requirements

SHC001   The solution shall comply with the Cloud First Strategy promoted by the eGC. This implies that the solution shall be capable to operate in a virtualized environment and run on virtual servers.

SHC002   The System is accessed by individual users through communication channels of at least 128kbps.

SHC003   The system shall be implemented using open standards for its published interfaces. Internally, open standards shall be used to the maximum possible extent.

SHC004   The system shall have a modular architecture, which shall follow n-layer architectural pattern with clear separation between layers. System components shall be loosely coupled and have clear communication interfaces.

SHC005   The system shall expose its functionality as API through Web Services. The API shall be clearly and comprehensively documented.

SHC006   The system shall implement the multilingual support through attachable resource files.

System documentation requirements

DOC001   The solution includes User and Administrator Manuals.

DOC002   The interface exposed to human Users comprises contextual information about the work procedure and System expectations at that particular moment.

DOC003   The automatic interoperability interfaces with external systems published by the System are (technically) specified and documented (in human text).

DOC004   The design documentation shall be technically correct, preferably presented in UML. The documentation shall contain at least the envisioned component model, deployment model and interaction model for main business scenarios.

8. **Deliverables**

Project overall deliverables in preferred sequence:

- Needs assessment report defining in detail data sets to be captured and functions
- Proposal on upgrade and/or conversion of the IDEA database into a full-fledged AIMS to guarantee the implementation of the above defined functionality and features over time
- Development and deployment of AIMS on vendor's servers and/or ICT Cloud environment (with clear schedule of provision of components). As an option, deployment of the AIMS on the Government's servers shall be available
- Conversion of project and program data from existing electronic sources into the AIMS, as might be requested by GoM (as made available by owners of the data)
- Provision of technical specifications for hardware and software required
- Provision of technical documentation
- Delivery of users' awareness event for all involved stakeholders
- Delivery of at least 4 trainings for 40 users each

- System maintenance: 24 months of corrective, adaptive and preventive maintenance, according to ISO/IEC 14764, to include changes to correct, adjust and integrate with new systems that will launch during this period.

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for
Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

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

We agree to abide by this Proposal for a period of 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 authorized to sign Proposal for and on behalf of

Price Schedule/Financial proposal

The Contractor is asked to prepare the Price Schedule/financial proposal and submit it in a separate envelope from the rest of the RFP response as indicated in Section D paragraph 1 (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 must provide a detailed cost breakdown as per hereunder format.

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 formats shown below should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be applicable but are indicated to serve as examples. All prices have to be in United States Dollars.

The following information relating to the costs should be provided:

  (a)   Needs assessment cost;
  (b)   Base price and pricing structure (licensing policies, etc.);
  (c)   Cost of licenses;
  (d)   Customization and/or development costs;
  (e)   Maintenance and technical support fees and charges;
  (f)   Administrative costs (internal support);
  (g)   Preparation of manuals;
  (h)   Installation and training costs;
  (i)   Documentation costs;
  (j)   Conversion costs;
  (k)   Costs of future upgrades and new releases;
  (l)   Overall value proposition, and
  (m)   Delivery schedule.

A- Services Proposal Price (example):

Item	Description	Unit of measure	Unit price	Qty	Total price
1	Needs assessment report defining in detail data sets to be captured and functions and provision of technical specifications for hardware and software required				

2	Proposal on development of a fully-fledged AIMS and data migration from IDEA database to guarantee the implementation of the above defined functionality and features over time				
3	Licenses				
4	Development and deployment of the AIMS				
5	Conversion of project and program data from existing electronic sources into the AIMS				
6	System documentation and user manuals, including manuals for external users				
7	Delivery of 1 users awareness event and at least 4 trainings for at least 40 users each				
8	Technical support; maintenance and warranty for 24 months				
9	Cost of future upgrades and new releases				
Total in USD					

B- Cost Reimbursable items (example):

Item	Description	Unit of measure	Unit price	Qty	Total price
1	Accommodation (Per night)				
2	International transportation (Tickets)				
3	Others (Please specify)				
Total in USD					