



Request for Proposal (RFP)

Ref. no. _____

Date: 27 June 2012

Dear Sir/Madam,

Subject: RFP to conduct a public opinion poll on data users' satisfaction with statistical data of the National Bureau of Statistics.

1. You are requested to submit a proposal for consultancy services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule/Financial Proposal (Annex V)
3. Your offer comprising of technical proposal and price schedule/financial proposal, in separate sealed envelopes, marked with "**RFP: Statistical Data User Survey**" should reach the UNDP office no later than **16 July 2012, 17:00**, local time.

Offers can be submitted either in hard copy or electronically.

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

UNDP Moldova,

131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova

Attention: Registry Office/Procurement

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

tenders-Moldova@undp.org

Offers shall be clearly marked with "**RFP: Statistical Data User Survey**"

Contact person for clarifications: Aurelia Spătaru, Project Manager (aurelia.spataru@undp.org)

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,


Aurelia Spataru,
Project Manager

Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposal (RFP) is to solicit proposals from the qualified companies for **Conducting a public opinion poll on data users' satisfaction with statistical data of the National Bureau of Statistics**. The assignment will be performed according to the TOR (ANNEX III). The Contract will be awarded to the Company with the best proposal, i.e. the proposal that will have the highest score according to evaluation criteria.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long

as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form (Annex IV);
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule/financial proposal, completed in accordance with clauses 9 and 10 (Annex V);

8. Operational and technical documentation

The operational and technical part of the Proposal shall contain the following documents:

- **Company profile containing the description of relevant experience, human resources, technical and managerial capacity in the related field in the field;**
- **Company's list of customers;**
- **Work-plan and methodology (detailed description of methodology and activities, schedule, agenda);**
- **CVs of proposed key staff to be hired for/involved in the current assignment, including the role and tasks of each of them;**
- **Description of quality assurance procedures;**
- **Description of Litigation and Arbitration history, if any;**
- **Copy of registration certificate;**
- **Other relevant documents.**

9. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

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

(b) Resource plan

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

(c) Proposed methodology

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

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

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

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

10. Proposal prices

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

11. Proposal currencies

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

12. Period of validity of proposals

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

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

13. Format and signing of proposals

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

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

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

14. Payment

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

D. Submission of Proposals

15. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –
UNDP Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: UNDP Registry Office/Procurement
 and,
 - marked with –
“RFP: Statistical Data User Survey”
- (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: Statistical Data User Survey”**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for RFP: Statistical Data User Survey”** - 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 **16 July 2012, 17:00**, local time.

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

17. Late Proposals

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

18. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

19. Opening of proposals

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

20. Clarification of proposals

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

21. Preliminary examination

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

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

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

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

22. Evaluation and comparison of proposals

A two-stage procedure will be utilised in evaluating the proposals, 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.

Cumulative Analysis

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

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

where

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

C – is the price of the evaluated proposal; and

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

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	210					
2.	Proposed Work Plan and Approach	50%	350					
3.	Personnel	20%	140					
Total			700					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	30					
1.2	Litigation and Arbitration history (<i>if any, lack of such history – 0 pts</i>)	10					
1.3	General Organisational Capability (structure, size, partners, project financing capacity and project management controls)	30					
1.4	Extent to which any work would be subcontracted (<i>subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills</i>)	10					
1.5	Quality assurance procedures, warranty (<i>lack of them – 0 pts</i>)	20					
1.6	Relevance of:						
	- Specialised Knowledge (<i>sociological surveys and techniques, public services, governance,</i>	30					

	<i>statistical system, other fields relevant for RfP)</i>						
	- Experience on similar assignments with analytical focus (<i>client survey analysis, opinion polls, surveys, qualitative techniques, assessments, evaluations, researches, etc.</i>)	40					
	- Experience in implementation of capacity building projects (training, guidance, etc.)	10					
	- Experience of work with government /public organizations (including multi-stakeholders)	20					
1.7	Previous successful experience of collaboration with UNDP and/or other international organization	10					
Total Form 1		210					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	The task is well understood and properly (in sufficient detail) addressed	50					
2.2	Work components are adequately weighted, tasks distributed properly among involved staff	60					
2.3	Conceptual framework and activities on the Technical Proposal are stipulated clearly and are relevant/appropriate for the achievement of assignment/ToRs' objectives	100					
2.4	Pre-analysis used as input in the preparation of the proposal (meaning qualitative contribution to the initial Terms of Reference)	80					
2.5	Logical and realistic work plan that ensures efficient implementation to the project	60					
Total Form 2		350					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel and relevance of their qualifications & experience							
3.1	Task Manager	Sub-Score	50				
	- Education and general qualification relevant for assignment	15					
	- Professional experience in:						
	o in undertaking similar assignments	20					
	o supervising/team leading/ analytical studies/report writing	10					
	- International experience and language	5					
3.2	Task staff (senior and junior experts)	Sub-Score	90				
	- Education and general qualification relevant for assignment	30					
	- Professional experience in:						
	o in undertaking similar assignments	20					
	o sociology/analytics/data analysis/sampling/report writing	30					
	- International experience and language	10					
Total Form 3		140					

F. Award of Contract

23. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

24. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

25. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

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

Conduct a public opinion poll on data users' satisfaction with statistical data of the National Bureau of Statistics

BACKGROUND

Joint UN Project on Strengthening the National Statistical System of RM (Statistics Project) is currently implemented by the UNDP, UN Women, UNICEF, UNFPA and ILO, in partnership with the Government, is coordinated by the National Bureau of Statistics and aims at improving data collection, production, dissemination and use of statistical information with particular attention to national needs and overall conformity of official statistics with international standards.

Through its activities, the Project aims to support NBS in performing its basic role of coordination of the whole statistical system, ensuring standards to statistical production, and provide relevant, accurate, timely, comparable, coherent, and complete statistical data to be used by central and local public administration, NGOs, academia, enterprises, and other groups of national and international data users.

Availability of reliable and accurate statistical data contributes to the ensuring of an appropriate monitoring and evaluation of the national strategies and programs, as well as to increasing the credibility of national statistics, raising public understanding of statistical indicators and methodologies and building a consensual mentality within all types and groups of users.

One of the Project's intended result is universal access to statistical data through improvement of dissemination systems, practices and tools to meet users' requirements. Measuring the level of users' satisfaction with available data has an important role in monitoring the development of the process which aims at achieving this goal. The regular feedback from the data users helps the NSB and other producers of official statistics to assess the user satisfaction and to develop measures, having a favorable impact on the efficient use of statistical information, and contributing to the continuous development of the national statistical system.

Context and premises

The European Statistics Code of Practice¹, as well as the Law of RM on Official Statistics, aims to show to users that European and national statistical authorities are impartial and that the statistics they produce and disseminate are trustworthy, objective and reliable. To follow the timeliness and punctuality principles of these documents, the periodicity of statistics should take into account user requirements as much as possible. Also, according to relevance principle, Official Statistics must meet the needs of users through developing processes for consulting users, monitoring their needs in the field of statistical information and advising them on their emerging needs and priorities, as well as through periodical undertaking of user satisfaction surveys.

Periodically the National Bureau of Statistics (NBS) of Moldova carried out data user satisfaction surveys, collecting the various points of view with regard to the visibility of statistics and the way in which it is perceived, the quality of official statistics, its accessibility via Internet, statistical publications, the monitoring of users' requests, etc. The last opinion poll² concluded that the official web-site of NBS was main criteria used by data users to create an appropriate image of the institution and to appreciate the quality of the statistical data and products provided.

NBS is generally described by users as an institution which is trying to introduce modern elements and gradually give up on bureaucratic restrictions³. In recent years, the NBS has made considerable efforts to improve relations with the users and demonstrated its openness towards the main users of statistics, the timeliness in the dissemination of statistical data and the observance of the schedule of deadlines. The policy of transparency towards users and respondents is promoted through adoption of corresponding methods and procedures.

The accessibility of statistical data has been improved by creating a more user-friendly website (process carried out on continuous basis) and by increasing the number of electronic publications, launching the comprehensive databank, making available interactive tools which allow further processing by the users.

Efforts have been made to increase the data users' confidence in the quality of statistical data through dissemination of metadata on main statistical surveys, statistical fields and indicators representing more detailed and clearer documentation being made available to users and easing their access and understanding. Supporting users in understanding, interpreting and applying the data for policy monitoring and analysis has received certain attention so far. Activities focused on seminars, roundtables, statistical publications accompanied by analytical

¹ EUROPEAN STATISTICS CODE OF PRACTICE adopted by the Statistical Programme Committee on 24 February 2005

² The report on the results of the opinion poll carried out in autumn 2008 regarding the satisfaction of the data users is available on <http://www.statistica.md/pageview.php?l=ro&idc=399&id=2740>.

³ Report on the institutional and functional analysis of the National Bureau of Statistics of the Republic of Moldova, by Daniela Ștefănescu, International Consultant for UNDP Moldova, Director of the Division of European Affairs and International Co-operation, National Institute of Statistics of Romania, 2008.

texts, generally supported data dissemination and were aimed to contribute to the wider result of increased statistical literacy among data users.

Overall NBS is now better prepared to respond to the different and increasing information needs of the users and to follow the international standards, priority being given to - EU requirements and those applicable in the national context.

The mentioned above progress and measures undertaken by NBS since the last opinion poll were aimed to bring improvements into the level of satisfaction of data users. For the institutional development of NBS, it is important to understand at certain periods of time how users of statistical information perceive and assess the organization which is in charge of the production and dissemination of official statistical information, the soundness of the methodologies it uses, the ways information is published and made available and how all these complies with their needs for statistical information.

In order to ascertain updated information on users of NBS's data and their evaluation on how statistical data and methodological information correspond to their needs, **next survey on the satisfaction level of different user categories** and, consequently on completeness, timeliness, accuracy of statistical information will be carried out in the framework of the present assignment. *The survey will aim to identify the services, products produced by the NBS or statistical fields that users are most and least satisfied with, as well as reasons of dissatisfaction; to determine which are the most important NBS services and areas of much-needed improvement; to establish the significance of products and services from data users' point of view.*

SCOPE OF WORK and EXPECTED OUTPUTS

The Joint UN Project on "Strengthening the National Statistical System of the Republic of Moldova" is seeking to employ a company with relevant experience that would **carry out a public survey to determine users' satisfaction level with the statistical information and services provided by the National Bureau of Statistics of RM.**

It will be the fourth client satisfaction survey conducted for NBS⁴ and will sample the major groups of data users: central and local public administration, academia, civil society and non-governmental organizations, representatives of international organizations, private enterprises, embassies, mass-media and libraries.

The overall assignment's **objective** is to assess the actual and potential impact of the statistical information upon the society in order to use these results for the improvement of the dissemination policy, practices and tools of the NBS and its institutional and functional development.

The **immediate objectives** of the survey and its analysis are as follows:

- to find out key data users' opinion regarding quality of the statistical information produced and disseminated by NBS and the soundness of the statistical methodologies and determine whether this information fits the current needs of the data users;
- to consider statistical data user evaluations concerning selected statistical domains, describing the presently perceived strengths of the NBS and producing a set of recommendations for necessary improvements and measures;
- to assess users' awareness levels, understanding and general attitude towards NBS, its image and role as a coordinator of the national statistical system;
- to assess the efficiency of the channels of statistical data dissemination;
- to assess public opinion on progress and changes produced in the quality of data and services provided by NBS and the effectiveness of NBS efforts to meet the informational needs of different users' categories;
- to introduce updates to the previously applied methodology and set of indicators for regular public opinion research on NBS activities and services.

Longer-term objectives: In the long run, such surveys represent a practical tool of the mechanism for obtaining regular public feedback on the development of the National Statistical System overall. This facilitates the dialogue between NBS and the general public, as well as promotion of users' participation in the process of statistics' reform and continuous improvement. This is also an important source of information for the NBS Board in the establishment and functioning of a monitoring and evaluation system of the NBS activity.

Methodology

The Survey questionnaire will include three types of questions about: the satisfaction with the quality of statistical data (by criteria: relevance, reliability, periodicity, comprehensiveness, opportunity, etc.), satisfaction with the dissemination activity (timeliness, dissemination tools used etc.) and about the image and role of NBS.

The Survey should provide responses, but not be limited, to the following interconnected issues:

⁴ The first survey was conducted in 2000, the second one in 2005 being developed jointly with IMF for 3 groups of statistical information: macroeconomic, financial and fiscal, and the third public opinion poll carried out in 2008, <http://www.statistica.md/pageview.php?l=ro&idc=399&id=2740>

- *Statistical Data User Profile*: characteristics and categorization of NBS's data users (features, awareness, level of data use, etc.) summarized in a statistical data User Profile;
- *NBS data and services*:
 - characteristics of most frequently and the least used statistical information;
 - ways and available tools of accessing statistical data, metadata, methodologies, etc. proposed by NBS;
 - quality of statistical data and methodological information compiled by the NBS – including assessment by mentioned above quality-related criteria, level of data detailing and disaggregation, user-orientation of the methodological notes and available analytical materials, guides, etc.;
 - appraisal of the level of usage of statistical information out of the available range of statistics disseminated by NBS;
- *Coverage of user information needs*:
 - data users' needs by user category, destination/purpose of use, etc. versus availability of data and explanatory information;
 - categories of data users' satisfaction/dissatisfaction with provided statistical and methodological information, dissemination tools and guidance materials, etc. and appraisal of the level of this satisfaction/dissatisfaction;
 - possible factors, causes, premises, etc. which impact the level of data users' satisfaction/dissatisfaction;
- *Data users' attitude regarding NBS*:
 - general attitude towards NBS, its image and credibility;
 - awareness and impression of data users regarding the NBS's role of coordinator of the national statistical system;
- etc.

The Applicant/Offeror is requested to describe the method of Survey, best applicable for achieving the demands mentioned above. The description should also include a description of the survey sampling.

Qualitative and Quantitative research

The study requires employment of both quantitative and qualitative research techniques. The selected contractor will conduct both qualitative and quantitative research. The qualitative part of research (such as focus groups – minimum 5 groups proposed, in-depth interviews – minimum 5 interviews proposed) is aimed to assist with development and pre-testing of the questionnaire, methodology and appropriate terminology, as well as validation of the results of quantitative survey. The quantitative research is aimed to obtain reasonably accurate answers to the questions posed in the survey.

To ensure quality of the study, the contractor will make sure that interviewers are sufficient in number and qualified to ensure that interviews are conducted professionally in an objective and unbiased manner, and sensitivities are well addressed.

Scale

The Contractor will ensure that the survey is conducted at the national level and is representative. The Survey Report should also include a stratification and a disaggregation of users of statistical information (i.e. by gender, age, users via web-page of NBS, non-web users, urban/rural, etc.).

All the activities to be developed within the given assignment will be carried out according to the national legal framework and internal regulations of NBS (Law on Official Statistics, Regulation of NBS, Dissemination Strategy, etc.)

RESPONSIBILITIES & ACTIVITIES

The selected *Contractor* will be responsible for the following:

- Detailed survey design, in collaboration with NBS and UNDP:
 - to develop methodology and toolkit of the Survey: on the basis of previous 2008 opinion poll to design the sample and its frame (ensuring representativeness of data users' groups), to draft the questionnaire (consulting recent international good practices) and data collection method coordinating their content and format with the NBS;
- Set up and manage the survey -- conduct the data collection through the fieldwork activities on the basis of the agreed methodology, sample size and designed questionnaire;
- Provide logistics arrangements, i.e. travel, accommodation, allowances, communications, and stationery;
- Develop an appropriate database for data entry in consultation with NBS and UNDP;
- Assure quality of field work/data collection and data entry;
- Analyze the results -- data control, processing and producing of statistical annexes (tables and diagrams), data analysis in the form of a report, drafting of conclusions, improvement recommendations and follow-up activities;
- Produce the final presentation and reports in draft and final versions (in both Romanian and English).

The Contractor will inform UNDP & NBS about the Team of experts to be involved in the assignment, any changes in the team composition should be coordinated with UNDP and NBS. It is the responsibility of the Contractor to recruit and supervise a suitable team of field workers. NBS and UNDP may choose to provide technical support to the Contractor at key stages of the assignment which may include: the appraisal of technical submissions; review of designed survey toolkit; monitoring of the quality control system to evaluate progress and refocus if necessary; review of first draft report and recommendations for production of the final report.

The Contractor will make sure the exercise follows the agreed time schedule and will be accountable for the qualitative delivery of the survey's outputs to the Project Manager, who will approve contractor deliverables. The National Project Coordinator will supervise the progress and quality at each stage and the overall survey process.

The *National Bureau of Statistics* will be responsible to:

- Nominate the responsible staff to support the Contractor in accomplishment of the present assignment;
- Provide necessary informational and logistical support;
- Provide the contractor with a number of relevant background documents and reports available related to the purpose of this survey. Such reports will be used solely for this activity and are not for other purposes unless permission is granted by NBS;
- Promptly, in reasonable time, endorse the products and materials produced and submitted by the Contractor.

DELIVERABLES and EXPECTED OUTPUTS

The **expected outputs** to be produced will include:

I. Report on Data Users' Satisfaction Survey

A report of up to 50 pages in both Romanian and English, hard and electronic copy, which will meet the objectives required (see "Objectives") and cover the contents indicated above (see "Methodology"). The report will contain a presentation and analysis of the survey results, including but not limited to the following:

- Overview and assessment of public awareness, understanding, perceptions and attitudes on NBS;
- Overview and assessment of users' opinion on the availability and quality of the information, data sources and services identified and the recommendations to improve them.

II. Public Opinion Survey Manual

Up to 20 pages Public Opinion Survey Manual containing guidelines and a methodology to be used for future surveys (in Romanian and English).

III. Copies of Questionnaire, Survey Responses, Database

All hard and digital files related to the Survey: (i) interview questionnaire; (ii) responses collected within the survey and recorded in a database, including in electronic format agreed with NBS/UNDP; and (iii) other related tables and graphics and instructions for accessing, extracting and using the data.

The results of the survey will become the property of NBS and will be for internal use, thus they should not be used without permission of NBS.

Timeframe

The contracted company will develop a detailed work plan according to the below general time schedule guidelines. Performing the mentioned above activities, the Contractor will be responsible for delivering of the main outputs:

Milestones and deliverables	Responsible	General Timeframe
1. Preparatory activities: i. Finalize work-plan and refined methodology ii. Develop survey tools iii. Pre-test questionnaire / methodology	Contractor, in consultation with & approval by NBS&UNDP	Mid July – mid August 2012
2. Qualitative analysis	Contractor, under supervision of NBS	Second half of August 2012
3. Field survey (3 weeks)	Contractor, under supervision of NBS	September 2012
4. Data entry and analysis (3 weeks)	Contractor	October 2012
5. Draft report on results of <i>Data Users' Satisfaction Survey</i>	Contractor, UNDP and NBS to provide comments	Last week of October 2012
6. Final report on survey results (incl. a few printed copies of the resulted paper in Romanian and English)	Contractor, Report approved by NBS	First week of November 2012
7. Presentation: Summary of results and graphic presentation (slides, graphs, diagrams, etc.)	Contractor; NBS & UNDP invited	Mid November 2012

8. Narrative report on accomplishment of assignment and use of funds, incl. stages passed, resources used, results obtained versus expected, impact of obtained results, risks overcome and problems faced, lessons learned, recommendations etc.	Contractor The report to be accompanied by all materials resulted from the survey.	Mid November 2012
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The activities under the present assignment are expected to commence at the **middle of July 2012** and be completed by **end of November, 2012** and be carried out in the limits of the above-mentioned general timeframe. The success of given activity can be ensured only by team work of all partners involved via active participation at all the stages of the assignment and the contracted company should play the role of guarantor of these joint effort. The selected Company is expected to work in a close cooperation with the national counterparts and the UNDP Project staff and regularly keep them updated on the progress.

It is expected that the selected Offeror will draft and submit 2 progress reports within the assignment:

- Initial report to comprise the list of respondents, sample survey and filter questionnaires, and indicators to be make use of during the assessment activities;
- Completion Report (in Romanian and English).

MINIMUM ELIGIBILITY and QUALIFICATION CRITERIA

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

- Officially registered local legal entity or mixed organizations/ consortium;
- Active on the market and has at least 3 years experience in conducting surveys, focus-group discussions, in-depth interviews, other forms of sociological survey and/or communication awareness researches;
- Available experienced and qualified team of experts with backgrounds and experience relevant for the present assignment;
- Capacity to involve adequate quantity of trained and qualified staff (own human resources or attracted) for the field work in order to respond effectively to the ToRs requirements;
- Activities on the Technical Proposal are stipulated clearly and relevant for the achieving of the assignment objectives, the task is well understood and properly (in sufficient detail) addressed;
- Pre-analysis used as input in the preparation of the proposal (meaning qualitative contribution to the initial Terms of Reference);
- Existence of quality assurance procedures;
- Experience in working with government/public organizations;
- Previous experience in working with international organizations and capacity to properly manage a contract/subcontract under a donor funded effort;
- Ability to deliver final products of required quality, on time and within budget.

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

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

Special requirements to applicants profile

The Application should contain the concrete names of qualified team of professionals /experts who will be involved in the assignment, with clear description of their experience/record in Moldova and internationally. Also, there should be clear distribution of responsibilities among individual members of the Contracted institution's consultancy team. The partner organizations, if any, should have clearly defined roles and responsibilities.

PRICE SCHEDULE/FINANCIAL PROPOSAL

The Contractor is asked to prepare the Price Schedule/financial proposal and submit it in a separate envelope from the rest of the RFP response as indicated in Section D paragraph 15 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Annex II, Clause 18. '

The Price Schedule/financial proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

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

In addition to the hard copy, if possible please also provide the information in electronic format on CD or diskette.

Price Schedule:					
Request for Proposals for Services for Assessment of available multi-dimensional disaggregated statistics in specific fields at sub-national level					
Description of Activity/Item		Number of Staff	No of days/ month/units	Monthly Rate	Estimated Amount
1.	Remuneration of involved consultants				
1.1	Services of involved experts				
1.2	Field work				
	Sub-total				
2.	Out of Pocket Expenses				
2.1	Communications				
2.2	Reproduction and Reports				
2.3	Translation				
2.4	Travel				
2.5	Materials, supplies and equipment				
2.6	Others (<i>specify</i>)				
	Sub-total				
	Total				