

REQUEST FOR PROPOSALS

Audit and analysis of ICT performance and capacity of Parliament of the Republic of Moldova and drafting of technical specifications and tender documentation for the procurement of the Information System “e-Parliament”

Democracy Programme / Parliament



**United Nations Development Programme
January 2016**

Section 1. Letter of Invitation

Chisinau, Republic of Moldova

28 January 2016

Ref. no.: RfP16/01175

Subject: **Audit and analysis of ICT performance and capacity of Parliament of the Republic of Moldova and drafting of technical specifications and tender documentation for the procurement of the Information System "e-Parlament"**

Dear Sir / Madam:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security [n/a]
- Section 9 – Form for Performance Security [n/a]
- Section 10 – Form for Advanced Payment Guarantee [n/a]
- Section 11 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme in Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Email: sc.md@undp.org
Attention: Procurement Unit

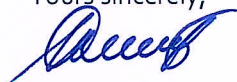
The letter should be received by UNDP no later than Close of Business, 22 February 2016. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate you indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities

Yours sincerely,



Narine Sahakyan,
Deputy Resident Representative

T.P.

Section 2: Instruction to Proposers

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencycdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies).
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>.

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the

Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:
- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
 - b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
 - c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal

has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals,

the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

$$\frac{\begin{aligned} &(\text{TP Rating}) \times (\text{Weight of TP, e.g. 60\%}) \\ &+ (\text{FP Rating}) \times (\text{Weight of FP, e.g., 40\%}) \end{aligned}}{\text{Total Combined and Final Rating of the Proposal}}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following:

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for details).

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this

provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>.

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. ¹	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Democracy Programme / Parliament
2		Title of Services/Work:	Audit and analysis of ICT performance and capacity of Parliament of the Republic of Moldova and drafting of technical specifications and tender documentation for the procurement of the Information System "e-Parliament"
3		Country / Region of Work Location:	Republic of Moldova
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English or <input checked="" type="checkbox"/> Romanian
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	Time: 10:30 (Moldova local time) Date: 16 February 2016 Venue: UN House Conference Room, 131, 31 August 1989 Street, MD-2012 Chisinau, Moldova The UNDP focal point for the arrangement is: Elena Birau, Democracy Programme Procurement Assistant Telephone: +373 (79) 183 283 E-mail: elena.birau@undp.org
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 90 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required

¹ All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

10	B.9.5	Acceptable forms of Proposal Security	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) Reference date for determining UN Operational Exchange Rate: 26 February 2016
16	B.10.1	Deadline for submitting requests for clarifications/questions	3 working days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ²	Focal Person: Victoria Muntean, Senior Project Officer, Democracy Programme / Parliament Address: Ministry of Agriculture 162, Stefan cel Mare Str., off. 108, Chisinau, MD-2004 E-mail address: victoria.muntean@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website http://www.undp.md/tenders/index.shtml
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: 1 in print format Copies: 1 in print format
20	D.23.1 D.23.2 D.24	Proposal Submission Address	UNDP Moldova 131, 31 August 1989 Street MD-2012 Chisinau Republic of Moldova Attention: Registry Office/Procurement
21	C.21 D.24	Deadline of Submission	Date and Time: 26 February 2016, 10:30 (Moldova local time)
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ³

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

³ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: tenders-Moldova@undp.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : searchable PDF files only, password protected <input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB <input checked="" type="checkbox"/> Max. No. of transmission: 5 (five) for technical proposal and 1 (one) for financial proposal <input checked="" type="checkbox"/> No. of copies to be transmitted: 1 (one) <input checked="" type="checkbox"/> Mandatory subject of email for the Technical Proposal: "Technical Proposal for RfP16/01175: Audit and analysis of ICT performance and capacity of Parliament of the Republic of Moldova and drafting of technical specifications and tender documentation for the procurement of the Information System "e-Parlament" <input checked="" type="checkbox"/> Mandatory subject of email for the Financial Proposal: "Financial Proposal for RfP16/01175: "Audit and analysis of ICT performance and capacity of Parliament of the Republic of Moldova and drafting of technical specifications and tender documentation for the procurement of the Information System "e-Parlament" <input checked="" type="checkbox"/> Time Zone to be Recognized: Moldova (GMT+2:00)
24	D.23.1	Date, time and venue for opening of Proposals	N/A
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 70%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues <input checked="" type="checkbox"/> Portfolio of clients whom services similar to those requested under this RFP have been delivered to over the past 5 years <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificates and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Statement of Satisfactory Performance or Letters of Recommendations from the Top three Clients or business partners obtained in the last three years <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last three (3) years, in which the Bidder is involved, indicating the parties concerned, the

			subject of the litigation, the amounts involved, and the final resolution if already concluded <input checked="" type="checkbox"/> Resumes of the Key Personnel comprising information requested in the Terms of Reference (ToR), Section 3 of RfP
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Proposal (<i>only if different from the provisions of Clause 15</i>)	<input checked="" type="checkbox"/> Besides the structure indicated under Clause 15, the Proposer will include the following documents: <ol style="list-style-type: none"> 1. The organizational structure of the project; 2. Project Pan; 3. Quality Plan; 4. Progress Monitoring Process; 5. Exception Handling Process; 6. Deliverables Acceptance Plan; 7. Project Library Structure; <input checked="" type="checkbox"/> In case the Service Provider is a consortium of companies, the application should contain a clear distribution of tasks among the consortium members/subcontractors; <input checked="" type="checkbox"/> If the Bidder subcontracts activities of obtaining any deliverable, then it shall submit the Work Package attached to these activities in a form signed by both the Bidder as well as proposed Subcontractor and shall contain: date, responsible person (including their CV, qualifications supported by Certificates), description of the work package, description of deliverables that are part of the working package, quality-checking methods to be used, level of resources to be allocated, date of commencement and finalization, constraints, reporting method.
29	C.15.2	Latest Expected date for commencement of Contract	14 March 2016
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	March – June 2016
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the Bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RfP requirements and evaluation criteria based on what has so far been found by the evaluation team;

			<input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or any other entity that may have done business with the Bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Others: signing the contract by both parties
35		Other Information Related to the RFP	Further information, instructions and/or amendments to the solicitation documents shall be published at the UNDP Moldova tenders website: http://www.undp.md/tenders/index.shtml

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	25%	250
2.	Proposed Methodology, Approach and Implementation Plan	30%	300
3.	Management Structure and proposed Personnel	45%	450
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	35
1.2	General Organizational Capability which is likely to affect implementation: <ul style="list-style-type: none"> - financial stability (<i>up to 15 pts.</i>) - strength of project management support (<i>up to 15 pts.</i>) - project management controls (<i>up to 20 pts.</i>) - <i>loose consortium, holding company or one firm (consortium with local Moldovan firm or local branch in Republic of Moldova – 10 pts., subcontractor in Republic of Moldova – 5 pts., no representative in republic of Moldova – 0 pts.)</i> 	60
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills)	20
1.4	Quality assurance procedures, warranty	20
1.5	Relevance of: <ul style="list-style-type: none"> - At least 5 years of experience in providing similar ITC consultancy services (<i>5 years – 15 pts., 5 pts. for each additional year to a max of 40 pts.</i>) - Have proven experience (minimum 2 similar projects described in the company portfolio) in conducting similar works/projects relevant to the scope and size of the current project (<i>2 projects – 10 pts., each additional project – 2 pts., up to max 30 pts.</i>) - Experience in working with Moldovan/ CIS countries state/governmental institutions will be an asset (<i>yes – 15 pts., no – 0 pts.</i>) - Accreditation of the Leading CO to ISO 9001, ISO 27001, ISO 14001 for the activities covered by this contract (consultancy services and audit for business, procurement advisory services) will be an asset (<i>each additional certificate – 5 pts., up to max 15 pts.</i>) - Successful experience in working with UN system organizations or other international organizations would be a strong asset (<i>yes – 15 pts., no – 0 pts.</i>) 	115
Total Form 1		250

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	50
2.2	Have the important aspects of the task been addressed in sufficient detail?	60
2.3	Are the different components of the project adequately weighted relative to one another?	40
2.4	Is the conceptual framework adopted appropriate for the task?	40
2.5	Is the scope of task well defined and does it correspond to the TOR?	40
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70

Total Form 2			300
Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Project Manager (PM)		115
	Bachelor degree in ICT. Master in ICT would be an advantage; (<i>Bachelor degree – 5 pts., Master's degree – 10 pts.</i>)	10	
	Minimum 5 years of experience in ICT audit and consultancy projects (<i>5 years – 15 pts., each additional year – 5 pts., up to max of 40 pts.</i>)	40	
	Minimum 2 similar projects as complexity in the area implemented (<i>2 projects – 10 pts., each additional project – 5 pts., up to max of 30 pts.</i>)	30	
	At least one of the following certificates is a must: PRINCE2 / PMP, COBIT, CISA (<i>each certificate – 5 pts., up to 15 pts.</i>)	15	
	The following certification will represent an advantage: ISO 27001 Lead Auditor, CISM, ITIL, ISO 20000, ISO 9001 (<i>each certificate – 2 pts., up to 10 pts.</i>)	10	
	Fluency in Romanian and English is a must (<i>Romanian and English – 5 pts. each</i>);	10	
3.2	Legal Officer (LO)		70
	Bachelors' degree in Law or related fields (<i>Bachelor's degree – 5 pts.; Masters – 10 pts.</i>);	10	
	At least 3 years of professional experience in drafting legislation and regulation in line with Moldovan legislative framework (<i>less than 3 years – 0 pts., 3 years – 10 pts., each additional year – 5 pts., up to max of 30 pts.</i>)	30	
	Previous professional experience in implementation of e-governance will be an asset (<i>yes- 10 pts., no – 0 pts.</i>)	10	
	Previous work experience with national, international and EU legal framework related to e-governance would be an asset (<i>yes- 5 pts., no – 0 pts.</i>)	5	
Fluency in Romanian is a must. Knowledge of English and Russian will be a strong asset (<i>Romanian– 5 pts. English and Russian – 2.5 pts. each, max of 10 pts.</i>)	10		
3.3	Expert in IS architecture (SE 1)		50
	Bachelor degree in ICT. Master in ICT would be an advantage; (<i>Bachelor degree – 5 pts., Master's degree – 10 pts.</i>)	10	
	Minimum 3 years of experience in IT systems architecture, including large-scale architectures (<i>less than 3 years – 0 pts., 3 years – 10 pts., each additional year – 5 pts., up to max of 30 pts.</i>)	30	
	Fluency in Romanian. Knowledge of English or Russian will be an asset (<i>Romanian – 5 pts. English and Russian – 2.5 pts. each, max of 10 pts.</i>)	10	
3.4	Expert in Business Process Analysis (SE 2)		75
	Bachelor degree in ICT. Master in ICT would be an advantage; (<i>Bachelor degree – 5 pts., Master's degree – 10 pts.</i>)	10	
	Minimum 3 years of experience in designing IT systems and preparing the documentation for IT systems design and procurement (<i>less than 3 years – 0 pts., 3 years – 10 pts., each additional year – 5 pts., up to max of 30 pts.</i>)	30	
	Minimum 3 conceptualized technical specifications for IT systems of similar complexity (<i>3 projects – 10 pts., each additional project – 2 pts., up to max of 20 pts.</i>);	20	
	Experience in methodology and rules of drafting technical specifications for the central public administration in the Republic of Moldova would be a strong asset (<i>yes- 5 pts., no – 0 pts.</i>)	5	
	Fluency in Romanian. Knowledge of English or Russian will be an asset (<i>Romanian – 5 pts. English and Russian – 2.5 pts. each, max of 10 pts.</i>)	10	
3.5	Expert in technological architecture (SE 3)		50
	Bachelor degree in ICT. Master in ICT would be an advantage; (<i>Bachelor degree</i>	10	

	– 5 pts., Master’s degree – 10 pts.)		
	Minimum 3 years of experience in the design, implementation and operation of complex technological platforms (<i>less than 3 years – 0 pts., 3 years – 10 pts., each additional year – 5 pts., up to max of 30 pts.</i>)	30	
	Fluency in Romanian. Knowledge of Russian and English would be an advantage (<i>Romanian – 5 pts., English and Russian – 2.5 pts. each, max of 10 pts.</i>)	10	
	Expert in Information Security (SE 4)		90
	Bachelor degree in ICT. Master in ICT would be an advantage; (<i>Bachelor degree – 5 pts., Master’s degree – 10 pts.</i>)	10	
	Minimum 3 years of experience in security auditing and consultancy in information security and information technology (<i>less than 3 years – 0 pts., 3 years – 10 pts., each additional year – 5 pts., up to max of 30 pts.</i>)	30	
3.6	Minimum 1 project implemented, where she/he held a key role in the information security (<i>1 project – 10 pts., each additional project – 2 pts., up to max of 20 pts.</i>);	20	
	The following certification will represent an advantage: CISM / CISSP, Certification in Qualys Vulnerability Guard Management, Policy Compliance Qualys Guard, and Licensed Penetration Tester (<i>each certificate – 5 pts., up to max 20 pts.</i>)	20	
	Fluency in Romanian. Knowledge of English or Russian will be an asset (<i>Romanian – 5 pts. English and Russian – 2.5 pts. each, max of 10 pts.</i>)	10	
			450

Section 3 Terms of Reference (TOR)

Audit and analysis of ICT performance and capacity of Parliament of the Republic of Moldova and drafting of technical specifications and tender documentation for the procurement of the Information System “e-Parlament”

A. PROJECT TITLE

Audit and analysis of ICT performance and capacity of Parliament of the Republic of Moldova and drafting of technical specifications and tender documentation for the procurement of the Information System “e-Parlament”.

B. PROJECT DESCRIPTION

The UNDP Programme “Improving the quality of Moldovan democracy through parliamentary and electoral support” aims to enhance parliamentary capacity in carrying out its core functions, thus contributing to viable democracy and open society in Moldova. The project adopts a comprehensive, long-term approach to parliamentary development including strengthening of the legislatures law-making, representation and oversight roles.

To further enhance of the core Parliament of the Republic of Moldova (PRM) functions, the Programme supports the implementation of the general objective of the ICT Strategy of the PRM, that is to increase the efficiency and transparency of the PRM work by promoting and applying modern information technology in the core business and interaction with external actors (citizens, public authorities/institutions, business community, non-governmental sector etc.).

C. PROJECT BACKGROUND

In accordance with the strategic objectives set out in the „Strategic development plan of the integrated information space of the Parliament of the Republic of Moldova for 2011-2015” approved by Decision no. 19 of 18.11.2015 of the Standing Bureau of the Parliament of the Republic of Moldova, the Standing Bureau of the Parliament of the Republic of Moldova has approved the Concept of the IT System e-Parliament (Decision no. 19 of 18.11.2015).

For the implementation of Decision no. 19 of 18.11.2015 of the Standing Bureau of the Parliament of the Republic of Moldova, the Moldovan Parliament planned financial resources intended for the procurement and implementation of the Information System “e-Parlament” in 2016.

In order to prepare PRM for the implementation of a complex integrated information system as e-Parlament, a complex audit of the current situation for ICT within the PRM is to be carried out in order to analyse the ICT performance and capacity of PRM to implement e-Parlament.

The pertinent activities to be carried out shall include in its perimeter the Parliament of the Republic of Moldova (MPs and their organizational components: fractions, committees, Standing Bureau, offices etc.; Parliament's Secretariat and its subordinated subdivisions, territorial offices of the Parliament of the Republic Moldova).

The relevant actions envisaged shall include carrying out an As Is state analysis of the ICT of the PRM, development a To Be state for the ICT of the PRM, development of a plan to transform the ICT component of the PRM from its As Is state to the To Be state and develop technical specifications together with all relevant documentation necessary to complete the procurement of the Information System “e-Parlament”.

As a result the Parliament of the Republic of Moldova shall obtain a clear, detailed and optimized roadmap regarding the transformations to be done to the ICT and principles of activity of the Parliament of the Republic of Moldova on all the relevant dimensions: technology, processes, and people.

Additionally, the analysis and design documentation delivered shall provide, the developer of the Information System “e-Parlament”, with sufficient details to understand the operation complexity and mechanisms of the Parliament of the Republic of Moldova and to minimize the time for business analysis required for modelling the operational processes of the Moldovan Parliament.

To support these efforts, the United Nations Development Programme (UNDP) Moldova, through its project “Improving the quality of Moldovan democracy through parliamentary and electoral support”, seeks to contract a qualified company to perform the tasks described under Section D.3. ‘Expected outputs, roles and responsibilities’, in line with best international standards and methodological tools.

Legal references and aspects for ICT Consultancy activity

The legislative – normative base that will underpin the implementation of the Information System “e-Parlament”

is the national legislation in force, international treaties and relevant international and European recommendations.

The establishment and operation of the Information System “e-Parlament” is governed by the following legislative and normative acts:

1. *E-Parliament Information System Concept*, approved by decision no. 19 of 18.11.2015 of the Standing Bureau of the Parliament.
2. *Report on the ICT needs of the Parliament of the Republic of Moldova*, drafted with the support of the United Nations Development Programme, June 2011.
3. *Strategic Development Plan of the Integrated Information Space of the Parliament of the Republic of Moldova for 2011-2015*, approved by decision no. 13 of 27.07.2011 of the Standing Bureau of the Parliament of the Republic of Moldova.
4. *Instruction on secretariat activities*, approved by decision no. 7 of 20.03.2013 of the Standing Bureau of the Parliament of the Republic of Moldova.
5. *Instruction on the circulation of draft legislation in the Parliament*, approved by decision no. 30 of 07.11.2012 of the Standing Bureau of the Parliament of the Republic of Moldova.
6. *Standard SMV ISO CEI 15288:2009 of the Republic of Moldova, “Systems and Software Engineering. System life cycle processes”*.
7. *Technical Regulation “Software lifecycle processes” RT 38370656-002:2006*, Official Gazette no. 95-97 /335 of 23/06/2006.
8. *Law no. 467-XV of 21.11.2003 on computerization and state Information Resources*, Official Gazette no. 6-12 /44 of 01/01/2004.
9. *Law no. 264-XV of 15.07.2004 on electronic document and digital signature*; Official Gazette no. 132-137 /710 of 06.08.2004.
10. *Law no. 133 of 08.07.2011 on the personal data protection*, Official Gazette no. 171-175 of 14.10.2011.
11. *Law no. 1069-XIV of 22.06.2000 on computer science/informatics*, Official Gazette no. 073 of 05/07/2001.
12. *Law no. 982-XIV of 11.05. 2000 on access to Information*, Official Gazette no. 88, Art. 664 of 28.07.2000.
13. *Law no. 880-XII of 22.01.1992 on archive fund of Republic of Moldova*, Official Gazette no. 132 of 07.01.2010.
14. *Law no 131 of 03.07.2015 on Public Procurement*, Official Gazette no. 197-205 of 31.07.2015
15. *Government Decision no. 1123 of 14.12.2010 on approving the Requirements for the assurance of personal data security at their processing within the personal data information systems*, Official Gazette no. 254-256 of 24.12.2010.
16. *Government Decision no. 7104 of 20.09.2011 on Approving the Strategic Program for Technological Modernization of Governance (e-Transformation)*, Official Gazette no. 156-159 of 23.09.2011.

For the purpose of conceptualizing the technical specifications for developing and implementing the Information System “e-Parlament”, it is appropriate to implement the following principles: (a) invest in people; (b) plan strategically, work efficiently; (c) go mobile and go to the “cloud”; (d) establish a culture of openness and transparency; and (e) promote genuine dialogue with citizens, as well as the following international guidelines and recommendations:

1. *World e-Parliament Report 2012*, <http://www.ictparliament.org/WePReport2012.html>
2. *The Handbook on “Information and Communication Technologies in Parliamentary Libraries”*, Global Centre for Information and Communication Technologies in Parliament, July, 2012), <http://www.ictparliament.org/attachements/handbook-libraries/handbook-libraries.pdf>
3. Michael O. Leavitt, Ben Shneiderman, *Research-Based Web Design & Usability Guidelines*, U.S. Government Printing Office, http://www.usability.gov/guidelines/guidelines_book.pdf
4. Recommendations of the World Wide Web Consortium (W3C) (<http://www.w3c.org>) on website content quality, correct visualization of information, using popular Internet browsers and compatibility with various IT platforms;

5. Recommendations of WAI (Web Accessibility Initiative) (<http://www.w3c.org/WAI>) on ensuring the possibility to use the websites resources by people with disabilities;
6. Recommendations of the WCAG (Web Content Accessibility Guidelines) <http://www.w3.org/TR/WCAG20/>
7. Recommendations of W3C (<http://validator.w3.org>) on websites testing. All WEB application pages shall be subject for testing in accordance with these recommendations.

D. SCOPE OF SERVICES

The main objective of ICT consultancy services consists of obtaining objective, detailed and qualified information regarding the current status of ICT within the Moldovan Parliament in relation to the needs and strategic objectives of the Parliament, as well as to produce the ICT Transformation Plan at the level of the PRM to be aligned to its needs and strategic objectives.

The objectives of the consultancy service will be achieved through:

1. Prepare the complex, detailed and truthful documentation regarding the ICT architecture of the PRM.
2. Assess the level of alignment of the PRM ICT area to PRM's needs and strategic objectives as outline in Strategic Development Plan of the Integrated Information Space of the Parliament of the Republic of Moldova for 2011-2015 with E-Parliament Information System Concept.
3. Ex-post assessment of PRM capacities and implementation of the strategic development plan of the ICT component approved by decision no. 13 of 27.07.2011 of the Standing Bureau of the Parliament of the Republic of Moldova, analysing the PRM capabilities at the level of processes, people and technology.
4. Identify all significant capacity (HR, budget, equipment and training) and regulatory gaps related to the PRM's ability to implement its strategic development plan for the ICT component and to produce, deliver and use qualitative IT services according to the PRM's needs and strategic objectives.
5. Analyze current technical infrastructure, applications, data of the PRM in order to establish the situation to date and model some future architectures capable to cover the PMR's ICT objective needs.
6. Produce an ICT Transformation Plan within the PRM, in sufficient details, ensuring the removal of the identified capacity (HR, budget, equipment and training) and regulatory gaps, implementation of ICT strategy of the PRM and align the ICT domain to the PRM's needs and strategic objectives. The transformational Plan should cover all relevant areas, including the processes, people, and technology.
7. Draft the technical specifications for the acquisition of Information System "e-Parlament" encompassing the totality of informational activity aspects of the Parliament of the Republic of Moldova and which is in line with the e-Parlament Concept, approved by decision no. 19 of 18.11.2015 of the Standing Bureau of the Parliament of the Republic of Moldova.
8. Prepare additional documentation necessary to carry out the activities related to the purchase of e-Parlament solution (qualification criteria for bidders, evaluation criteria for the bids, draft procurement and e-Parlament solution post implementation maintenance contract, templates of documents intended for the e-Parlament solution development and implementation processes monitoring).

The main tasks to be performed in order to achieve the objectives are established and described under expected outputs sections.

Additionally, the ITC consultancy service provider is encouraged to include other tasks than those mentioned, considered of added – value in achieving the objectives.

E. EXPECTED OUTPUTS AND TARGET COMPLETION

Methodology

Given the objectives of the assignment, the following basic principles shall be applied throughout the project:

Objective – oriented – the ICT experts team, works and services rendered, as well as the deliverables to be achieved in the context of this acquisition should demonstrate a consistent orientation towards achieving the main objective of the contracted consultancy services indicated in the ToR, as well as towards the specific objectives of the project, also stipulated in the ToR. In the technical bid, the bidder must demonstrate in all possible dimensions that the activities planned and envisaged in the bid will ensure the successful achievement of the primary objective and specific objectives within the timeframe established.

Commitment and Responsibility – the ICT experts team must undertake full commitment and responsibility for the project success, within the obligations incumbent upon it.

Professionalism and competence – ICT consultancy services shall be based on a high level of professionalism, competence and experience. To support the required level of professionalism and competence, in accordance with the requirements set, the Company shall have capacity to permanently allocate for the project highly qualified specialists, as per the requirements set, and if needed, to attract specialists from different fields of activity to cover any need for skills in achieving the pursued objectives. The services shall be rendered according to the best practices in the field. The Company shall state the standards, methodologies and best practices to be applied if selected. The experts shall have all certifications recognized in the field related to the area of involvement.

Quality – concept of quality should be treated at its absolute value and with maximum responsibility. In this context, in the technical bid, the Bidder shall comment on its quality assurance vision for each separate deliverable, as well as advisory services as a whole.

Know-how – The Company shall prove that they have enough know-how to ensure successful achievement of objectives set. The technical offer shall include detailed descriptions of the key approach in this project, shall describe all the methodologies, techniques and tools to be used in performing the tasks set. The Company shall present a layout of requirements to the character and content of deliverables and shall include a detailed description of each deliverable containing its own vision about the structure, content, target for each compartment, with the mandatory inclusion of examples of content taken from similar projects etc. Additionally, the Bidder shall take into account and explain how it will ensure the dissemination of a part of this know-how required for the Bidder to understand and implement the objectives set.

Knowledge management - The Company shall apply the principles of knowledge management to ensure it transfers knowledge to Parliament staff and assesses their future capacity development needs. The company will seek to organize, create, capture or distribute knowledge related to e-Parliament through on-the-job training and mentoring and ensure its availability for future users in the Parliament. This will be achieved through transferring the knowledge to the users in Parliament while developing a capacity development and training plan for the parliamentary staffers implementation in the context of e-Parliament.

Flexibility – given the complex nature of the consultancy services required, the Company shall comment on the degree of flexibility in the allocation of additional resources if needed, which it may assume in a possible contract and possible adjustments in the schedule of activities.

Expected outputs, roles and responsibilities

OUTPUT 1: UNDERSTANDING THE PRM OPERATION ENVIRONMENT

Introduction

PRM activity consists of a series of workflows based on operational processes relevant to PRM's activities. Identifying and documenting these will generate added value and shortening the period of time required for the development and deployment of the *Information System "e-Parliament"*.

Currently, there is no inventory and analysis of the PRM's workflows, including optimization of their implementation or adaptation based on ICT solutions.

Objectives of the services

Understanding the PRM's operational environment aims at understanding the legal and institutional environment for operational flows of the PRM work, consultations with civil society organizations, journalists and other stakeholders to review the "public's" part of the demand of PRM information and e-services, identifying and making the inventory of all flows, roles / functions in the framework of flows, tracking flows that are redundant or not complying with the legal framework for the PRM's activity as well as making recommendations for their operational optimization through the ICT solutions.

Requirements for services

1. Inventory of the PRM workflows. The Contractor shall identify and document all PRM's workflows relevant for the Information System "e-Parliament". These shall be grouped by area and subdivisions involved;
2. Inventory of roles / functions within the PRM's workflows. The Contractor shall identify all existing roles or functions within the PRM to be involved in flows. For these, a matrix of responsibilities to clarify the role / function in the workflow shall be developed;

3. Optimizing the PRM's workflows. The Contractor shall identify all relevant flows or gaps in compliance with the legal framework for the PRM's operation and shall make recommendations for optimizing the workflows, including adaptation to digital technologies.

The Contractor can use standardized forms/templates for data collection. These shall be filled in by the Contractor, based on interviewing the Beneficiary's responsible persons. Information collected by the ICT consultant shall be coordinated with and validated by the Beneficiary.

Deliverables

As a result of services rendered according to the requirements in this section, the Contractor shall produce the following deliverables:

1. **PRM's workflows associated to the e-Parlament perimeter** shall include the results of the inventory and documentation of PRM's workflows likely to be implemented within e-Parlament.
2. **Roles/functions involved in workflows** shall contain an inventory and description of roles or functions involved in the totality of the PRM workflows. In addition to that, an accountability matrix shall be produced specifying the role of the function within the flows where it is involved (e.g. executor, decision-maker, trigger etc.).
3. **Results of the PRM workflow analysis** shall include the analysis of PRM's workflows on redundancy, compliance with and the need to adjust the legal framework in order to be computerized. The Bidder shall provide a candidate list of workflows to be implemented within e-Parlament with adjustments appropriate to the activities digitization process.
4. **Visionary modelling of the PRM workflows.** Graphical models shall allow for the visual perception of the workflows and persons involved and shall allow future smooth implementation within Information System "e-Parlament". These graphical models shall be developed by using graphical modeling languages recommended as per the best practices in this field (e.g. BPMN). The PRM workflows visionary model shall be coordinated with and accepted by the Beneficiary and serve as basis for further activities of the project.

OUTPUT 2: AUDIT OF THE CURRENT PRM ICT STATE OF PLAY

Introduction

The current status of ICT within the PRM refers to technologies implemented and used in ICT, processes and practices related to the management and use of ICT, organizational structures, roles, functions and people directly involved in the ICT management and use. All these components shall be aligned and operate systematically in order to achieve the following objectives related to ICT for PRM:

- ICT supports PRM's strategy, produces the expected benefits and adds value to the work of the Parliament of the Republic of Moldova;
- Costs and investments related to ICT are effectively optimized and the ICT resources are used efficiently/rationally;
- ICT management is performed according to applicable regulatory and legal requirements and risks related to the ICT are managed optimally.

Objectives of the services

The objectives of the ICT audit services are as follows:

- Evaluation of the current status of the PRM ICT sector, in relation to the ICT objectives for PRM (overall audit objective), identifying as well the IT services that are available in-house and those which are currently outsourced;
- Make audit recommendations for ICT, which implementation shall ensure addressing the deficiencies identified during the current status assessment. The recommendations provided shall include as well a list of IT services that can be covered by means of in-house capacities and those which can be outsourced.

Requirements for services

In order to achieve the objectives of services in this section, the Contractor shall provide the following services:

1. **Audit of PRM ICT architecture.** The purpose of the current ICT architecture audit is to assess the extent to which the current ICT architecture meets the PRM's needs. In particular, it is expected that the Contractor shall conduct the following activities:

An inventory of current ICT architecture of the PRM. For a proper understanding of the ICT current status, the capacity of ICT to support and meet the PRM's needs and strategic objectives, all components of the ICT architecture shall be identified and well known. Currently, the ICT architecture in the Parliament of the Republic of Moldova has never been inventoried and documented. PRM's ICT Architecture shall be inventoried and documented by the Contractor according to the best practices in area (e.g. TOGAF), including:

- *Inventory of the PRM's data architecture.* Contractor shall identify all data and information used for the PRM's activities within the project perimeter. The Contractor shall analyze and identify any redundant data contained in records held by the PRM. At the level of data architecture, data both in electronic form as well as on paper shall be identified. For each data type identified, there shall be identified at least: the holder, destination of data, data consumers (subdivisions / institutions / functions), applicative systems that store and access data, type of data (transactional, master, reference), external data storage supporters and their storage location, and the data age.
- *Inventory of PRM's applications architecture.* The Contractor will identify all IT applications and services used during the PRM's activities. These applications can be operated by the PRM or external service providers. For each IT application and service identified, the Contractor shall identify at least: the holder (primarily responsible for the smooth running of IT applications / service) manager (primarily responsible for the IT services / applications operation), consumers (subdivisions, institutions, functions), intended use for each customer, date of implementation, supplier, information regarding maintenance, interfaces with other IT applications and services. For each interface, associated technical characteristics, as well as related information flows shall be identified.
- *Inventory of PRM's technological architecture.* The Contractor shall identify all the key components related to the PRM's technological platform, including but limited to: server rooms, server equipment, data storage equipment, operating environments, DBMS, IT support services, computer networks (LAN & WAN), external connections, important network nodes, etc. The technological platform components may belong to the PRM or may be provided by any third party. The Contractor shall identify all the dependency relationships between the technological platform components. The auditor shall identify all the dependency relationships of the IT applications and services with the PRM's technological platform components.

Analysis and assessment of current PRM's ICT architecture. The Contractor shall analyze and evaluate the ICT architecture for each of the 3 levels of architecture: data architecture, application architecture and technological architecture. The Contractor shall assess the extent to which ICT architecture, at each of its levels, is aligned to the PRM's needs and long-term objectives.

In its bid, the Bidder shall include its own understanding of the PRM's needs for ICT architecture, shall define the specific audit objectives, audit criteria and audit perimeter. The audit objectives shall be consistent with the PRM's ICT objectives indicated above.

- 2. Audit of the ICT management and governance framework within the PRM.** The ICT management and governance is perceived as a totality of all policies, practices, organizational structures, institutional relations and instruments intended to deliver value for the PRM from the ICT use. The Contractor shall assess the PRM's ICT management and governance framework. In particular, the Contractor is expected to conduct the following activities:

Audit of the ICT governance framework. ICT governance framework consists of the organizational structures and practices applied by the PRM for ICT strategic orientation, performance monitoring and evaluation in relation to the PRM's expectations and needs. The Contractor shall evaluate the ICT governance framework within the PRM.

Audit of ICT services management framework. ICT service management consists of all policies, practices, processes, roles, responsibilities, competences and tools existing and applied by the PRM for purposes of ICT services planning, design, implementation, operation and continuous improvement for PRM's subdivisions and users. ICT services consist of all services used by the PRM and its subdivisions to support their own activities and public services. ICT services can be consumed directly by end users (e.g. applications), or can help deliver ICT services to end- users (e.g. data transport, IaaS, PaaS). The Contractor shall assess the PRM's practices of ICT services management.

Audit of the management framework for information security. Information security management consists of all existing policies, practices, processes, roles, responsibilities, skills and tools and applied by the PRM to ensure an adequate level of protection for information held. The Contractor shall assess the PRM's practices related to information security management.

Audit of ICT architecture management framework. ICT architecture management within the PRM represents all existing practices, policies, roles, responsibilities, skills and tools and applied by the PRM to establish,

implement, maintain and develop ICT architecture. The Contractor shall assess the practices applied by the PRM for ICT architecture management.

In order to conduct the audit of the current status of PRM's ICT, the Contractor shall as well consult the following sources regarding the PRM's requirements and needs:

- Report on the IT needs of the Parliament of the Republic of Moldova drafted with the support of UNDP Moldova in 2011;
- Strategic Development Plan of the Integrated Information Space of the Parliament of the Republic of Moldova for 2011-2015;
- Decision of the Standing Bureau of the PRM approving e-Parliament Information System Concept of 2015;
- Legislative and regulatory acts applicable in the ICT of the PRM.

In its bid, the Bidder shall include its own understanding of the PRM's needs for the ICT management and governance; shall define the specific audit objectives, audit criteria and audit perimeter. Audit objectives must be consistent with the PRM's ICT objectives indicated above.

The audit services are to be provided by applying the best practices in the field. The Bidder shall include compulsorily in its bid, the methodologies, standards and best practices in the field that are to be apply to each of the audit areas, if its bid is selected. The Bidder shall provide arguments regarding the proper character and advantage of applying these within the project.

Deliverables

As a result of services rendered as required in this section, the Auditor shall produce the following deliverables:

- 1. Document regarding the current ICT architecture of the PRM.** The document shall contain at least:
 - Data architecture: PRM related data flow diagrams, data catalogue, and CRUD matrix for PRM subdivisions;
 - Application architecture: graphical models to present relevant perspectives for applications architecture, applications catalogue, CRUD applications x data matrix, PRM applications x subdivision matrix;
 - Technological Architecture: graphical models to present relevant perspectives for technological architecture, technological platform components catalogue, relevant matrixes for presenting interdependencies for technological architecture components.
- 2. Audit report on the ICT current status in the PRM.** The audit report will be developed based on the results of audits performed and audit evidence collected. The audit report should present the Bidder's conclusions in relation to the overall audit objective and specific audit objectives. Sections of the report shall contain the Contractor's conclusions for each of the areas audited. The structure of the audit report should be fixed so as the contents of the report addressed to different recipients (e.g. PRM leadership, PRM Secretariat Leadership, responsible for ICT architecture, responsible for information security, etc.) to be easily extracted. In its bid, the bidder shall include the structure of the audit report and shall describe the contents of each section, justifying the appropriateness of the proposed structure.
- 3. Register of audit findings and recommendations.** The registry will accompany the audit report on the ICT current status within the PRM. The registry will contain groups of findings and recommendations addressed to the PRM. Groups of findings and recommendations will contain subgroups for each of the areas audited. Each entry in the register shall contain at least: constant deficiencies, implications for the PRM / PRM subdivision, severity level, remedial measures recommended. The audit findings and recommendations register should identify the complex and comprehensive current deficiencies, PRM's objective needs and requirements for ICT.

OUTPUT 3: DEFINE THE FUTURE STATE FOR PARLIAMENT ICT

Introduction

Mirroring the current ICT status audited, the future status of PRM's ICT is to be defined on the following two dimensions:

- 1. Future ICT architecture for PRM;**

2. Future ICT management and governance framework of PRM.

Objectives of services

Current ICT architecture documentation services aim at defining the ICT future status for PRM. ICT future status must meet the following high-level principles:

1. To be aligned to the PRM's needs and long-term objectives;
2. Ensuring removal of deficiencies listed in the Registry of audit findings and recommendations;
3. Complying with the applicable legislation and regulations;
4. Enabling a controlled ICT risk management;
5. Ensuring rational use of PRM resources.

Requirements for services

In order to achieve the objectives of services in this section, the Contractor shall provide the following services:

1. Define the future ICT architecture for the PRM, including:

Define the PRM data architecture. The Contractor shall define all data and information necessary to support the visionary Model of the PRM workflows. At the level of data architecture, electronic data will be identified, as well as data on paper. For each data type identified, at least the following shall be identified: owner, data destination, data consumers (subdivision / institutions / functions), and application systems that store and access data, the type of data (transactional, master, reference).

Define the PRM applications architecture. The Contractor shall outline all IT applications and services to be used in the PRM activities, aligned to the data architecture and visionary model of workflows. For each IT application and service identified, the Contractor shall define at least: intended use, users, functional and non-functional key specifications, and interfaces with other internal and external applications.

Define the PRM technological architecture. The Contractor shall outline all the key components related to the future technology platform of PRM, to align the technological architecture to the applications architecture, including: server rooms, server equipment, data storage equipment, operating environments, DBMS, IT support services, computers network (LAN & WAN), external connections, major network nodes, etc. The technological platform components may belong to the PRM or may be provided by third parties. The Contractor shall outline the dependency relationships between all components of the technology platform.

2. Define the future ICT management and governance framework of PRM, including:

Future ICT governance framework. The Contractor shall define the conceptual model for ICT governance framework; shall define the organizational model for ICT governance, including sizing and professional profiles of the persons concerned; shall identify processes and practices needed to be implemented and shall define the specific objectives and requirements relating to them.

Future ICT services management framework. The Contractor shall define the operational model for ICT; shall define the organizational model for the management of ICT services, including sizing and professional profiles of the persons concerned; shall identify processes, practices and tools necessary to be implemented and shall define the specific objectives and requirements relating to them.

Future framework for information security management. The Contractor shall define an organizational model for information security management, including sizing and professional profiles of the persons concerned; shall identify the processes, practices and tools necessary to be implemented and shall define the specific objectives and requirements relating to them.

Future framework for ICT architecture management. The Contractor shall define the organizational model for the PRM's ICT architecture management, including sizing and professional profiles of the persons concerned; shall identify processes, practices and tools necessary to be implemented and shall define the specific objectives and requirements related to these.

Deliverables

As a result of services rendered in conformity with the requirements in this section, Contractor shall develop the following deliverables:

1. Future ICT Architecture Document of PRM. The document must contain at least the following:

Future data architecture: data flow diagrams related to the PRM, data catalog, CRUD matrix for PRM subdivisions. Graphical models shall be developed using graphical modeling languages recommended by the best practices in the field (e.g. *ArchiMate*, *UML*).

Future applications architecture: graphical models to present relevant perspectives for applications architecture, applications catalog, CRUD applications x data matrix, PRM applications x subdivision matrix. It is compulsory to produce the vision of interoperability between IT applications / services. All graphical models shall be developed using modelling languages recommended by the best practices in the field (e.g. ArchiMate, UML).

Future technological architecture: graphical models to present relevant perspectives for technological architecture, catalog of technological platform components, relevant matrixes for presenting interdependencies for technological architecture components. Graphic designs for each subdivision separately (if any) and aggregate for the PRM shall be produced. The technological architecture visualizations for different stakeholders (e.g. server rooms, network, data storage infrastructure, RDBMS, etc.) are encouraged. It is mandatory to produce dependency visualizations between IT applications / services and technological platform components. All graphical models shall be developed using modeling languages recommended by the best practices in the field (e.g. ArchiMate, UML).

2. ICT management and governance framework model within PRM. The document shall contain at least the following:

- organizational model for ICT management and governance within PRM;
- sizing the subdivisions and functional units included in the organizational model is in line with approved recommendations of the Functional Analyses Report of the Secretariat of the Parliament of the Republic of Moldova ;
- professional profiles of qualified individuals for the positions in the organizational model;
- map of the processes related to the ICT governance and management within PRM. The map shall present the interactions between processes, in terms of inputs and outputs documented;
- process sheets for each of the processes related to the ICT governance and management within the PRM. The sheets shall contain at least: objectives, key activities undertaken, RACI matrix, and performance indicators.

OUTPUT 4: DEVELOP THE PRM'S ICT TRANSFORMATION PLAN

Introduction

ICT Transformation Plan sets out the complex actions, which must be undertaken by the PRM and necessary measures to be implemented in order to move the PRM's ICT domain from current state to the future state. The measures set for implementation should be integrated and consistent over time. Improvement of the PRM's ICT domain is necessary to take place according to an upstanding portfolio of projects at the level of PRM.

Services Objectives

The objective of the PRM ICT Transformation Plan development services is to establish a consistent Action Plan, for a period of time from one month and up to two years, which implementation would ensure the transformation of the ICT domain of PRM in accordance with the PRM's ICT objectives.

Requirements for services

In order to achieve the objectives of services mentioned in this section, the Contractor shall provide the following services:

- 1. Analysis of differences between the current and future state of ICT for PRM.** The Contractor shall analyze the difference between the ICT current state and ICT future state for PRM. Analysis of differences shall be conducted in two directions: ICT architecture; ICT management and governance framework. The consultant shall identify and select optimal solutions to compensate for the differences.
- 2. Development of a Portfolio of projects for the ICT domain transformation.** The Contractor shall analyze and process identified solutions to cover gaps between the current state and future state of ICT in order to identify redundant, similar or connected actions and solutions. It will eliminate redundancy and will group the actions and solutions in similar projects or pursuing indivisible objectives. It shall identify and document interdependencies between the projects so defined. For each project, the Contractor shall define a project fiche, which will include at least: project objective, the expected benefits, expected results, result specifications, stakeholders, key activities undertaken, and interdependencies with other projects.

3. **Developing a roadmap for ICT transformation.** The Contractor shall define the optimal approach for the projects portfolio implementation. It shall develop the road map for ICT transformation, which will determine the order and priority of project implementation over time.
4. **Feasibility analysis of PRM's ICT Transformation Plan.** The consultant will conduct the analysis of the feasibility of implementing the ICT Transformation Plan. To this end, it shall apply at least SWOT and TELOS methods. Following the feasibility study, adjustments may be necessary to the future ICT architecture Document, ICT management and governance framework model, projects portfolio and roadmap. These are also the responsibility of the Contractor.
5. **Coordination of PRM's ICT Transformation Plan.** The Contractor shall organize a series of workshops with all stakeholders at PRM level, in order to submit and coordinate the Transformation Plan. Following these workshops, a final version of the transformation plan shall be developed.

Deliverables

As a result of rendering services in conformity with the requirements in this section, the Contractor should produce the following deliverables:

1. **Updated versions of the future ICT architecture Document and PRM's ICT management and governance framework model.** The updates may be required as a result of activities carried out during the ICT Transformation Plan development phase.
2. **PRM's ICT Transformation Plan.** The Plan Document shall contain at least the following:
 - Project Portfolio for ICT transformation;
 - Roadmap for ICT transformation;
 - Feasibility analysis of the ICT Transformation Plan.

The GAP analysis results shall be attached to the Transformation Plan. As well shall be attached the matrixes of aligning the Transformation Plan's actions to the following documents:

- Registry of audit findings and recommendations produced by the Contractor under the Terms of Reference;
- Report on the information needs of the Parliament of the Republic of Moldova drafted with the support of UNDP Moldova;
- Strategic Development Plan for the Integrated Information Space of the Parliament of the Republic of Moldova for 2011-2015;
- Decision of the Standing Bureau of the Parliament of the Republic of Moldova approving e-Parliament Information System Concept;
- Legislative and regulatory acts applicable to ICT domain of the PRM.

The purpose of the aligning matrixes is to demonstrate the sufficiency of actions envisaged in the Transformation Plan in order to implement the measures and actions arising from those documents.

OUTPUT 5: DRAFT THE TECHNICAL SPECIFICATIONS AND TENDERING DOCUMENTATION FOR E-PARLIAMENT ACQUISITION

Introduction

Development of the technical specifications and tender documents of the IT solution e-Parliament should take place after documenting the workflow, current PRM's ICT architecture, after conducting the audit of ICT current status (As Is vision), develop future state for ICT (To Be vision) and development of PRM's ICT transformation plan. At this stage, the Contractor is expected to have a complete understanding of the PRM's ICT domain, PRM's ICT needs and strategic vision on architecture and functionality of *Information System "e-Parlament"* proposed for purchase. Consequently, the Contractor, as a result of centralization of all PRM's wishes and establishment of PRM's functional, architectural and technological constraints, shall draft the technical specifications for the purchase of the *Information System "e-Parlament"* and all supporting documents required for the tender, respecting the regulatory framework of the Republic of Moldova and the European and international relevant recommendations.

Services Objectives

The main objective of this section is providing PRM with all appropriate tender documents for the procurement of the Information System “e-Parliament”. The main deliverable will be the technical specifications that shall be prepared in line with the requirements of these technical specifications. Additionally to the technical specifications, the Contractor shall prepare all additional supporting documents necessary for the tender to purchase the Information System “e-Parliament”, including a draft contract for the solution purchase and post-implementation maintenance.



Figure 1. e-Parliament Information System Components as per E-Parliament Information System Concept approved by Standing Bureau of the Parliament in 2015

According to the decision of the Standing Bureau of the PRM approving the Concept of Information System e-parliament, this IT solution includes and facilitates the entire legislative procedure, beginning with the initiation of the draft act until its adoption and publication. After implementation, the system is to be used by all PRM’s employees. *e-Parlament* system should consist of two types of components: core and additional modules (Figure 1).

The core of the system consists of:

1. Management of the legislative process:

- Registration of drafts;
- Examination of draft acts by the standing committees of PRM;
- Consideration of draft acts in the plenary session of PRM;
- Management of the amendments to draft acts;
- Consultation, adoption and publication of draft laws.

2. Management of additional information, such as minutes, video and audio recordings, voting results;

In addition to the core, *e-Parlament* shall offer also functional components that are:

3. **Parliament's public web portal;**
4. **Parliament's Television;**
5. **Parliament Secretariat activity;**
6. **Integration with social networks;**
7. **Parliament's library and digital archive;**
8. **Parliamentary oversight activity:**
 - Management of special commission activity;
 - Management of the hearings, questions and interpellations.
9. **e-Participation;**
10. **e-Petition;**
11. **National Legal Database** with the extension to other international databases, including the EU database;
12. **Budget planning.**

THE TECHNICAL SPECIFICATIONS shall describe the arrangements for operation and implementation, functional and non-functional requirements for the implementation of the totality of *e-Parliament* Information System components specified in Figure 1 by observing the following structure:

Introduction

1. General information

- 1.1. *Terms used in the Terms of Reference*
- 1.2. *References and legal issues for developing the information system*
- 1.3. *Main principles of the computer system*
- 1.4. *Purpose, objectives and tasks of the information system*
- 1.5. *Findings of consultations with CSOs and other stakeholders*

2. Architecture of the Information System “e-Parlament”

3. Parties involved and roles of the Information System

- 3.1. *Business roles of the IT system*
- 3.2. *The owner of the IT system*
- 3.3. *The holder of the IT system*
- 3.4. *Registrars of the IT system*
- 3.5. *Purchaser of the IT system*
- 3.6. *Users and their roles in the IT system*

4. Functional model of the IT system

- 4.1. Information objectives of the IT system
- 4.2. The main functionality of the IT system
- 4.3. Workflows of the IT system
 - 4.3.1. *Description of flow 1*
 - 4.3.2. *Description of flow 2*
 - 4.3.n. *Description of flow n*
- 4.4. The user interface of the IT system
- 4.5. Reporting, audit, and statistical mechanisms of the IT system

5. Requirements regarding the IT system

5.1. Functional requirements of the IT system

5.1.1. *The functional requirements of the use case UC01*

5.1.2. *The functional requirements of the use case UC02*

5.1.3. *The functional requirements of the use case UC03*

5.1.M. *The functional requirements of the use case UCM*

5.2. Non-functional requirements of the IT system

5.2.1. *Overall and performance requirements*

5.2.2. *Security and protection requirements*

5.2.3. *Requirements regarding software, hardware and communication channels*

5.2.4. *Information technology related matters and initiatives in the field (in-house vs. outsourcing)*

5.2.5. *Documentation requirements of the IT system*

5.2.6. *Requirements for the maintenance of the IT system*

5.3. Capacity development and training plan for implementation of e-Parlament

6. The final output and components delivered

7. IT system implementation stages

ANNEX 1

ANNEX 2

ANNEX X

For an unambiguous and effective understanding of the technical specifications' content and relevant description of the PRM's vision on the IT solution e-Parlament, the Contractor shall prepare and include graphical charts described by IT systems design and modelling means in the content of these technical specifications. The technical specifications shall include mandatorily the following:

- 1. Use cases diagrams** – to describe the needs of e-Parlament users (identification of functionalities e-Parlament provides to the users).
- 2. Sequence Diagrams** – to describe the IT system's use cases implementation scenarios.
- 3. Activity diagrams or state-transition diagrams** – to describe the functionalities implementation scenarios involving multiple use cases of the IT system.
- 4. Deployment Diagrams** – to describe the mechanisms of the Information System "e-Parlament" operation within the PRM's technological platform, interdependencies with IT internal and external systems, as well as all the services consumed and supplied with the applications architecture (can be used jointly with the Components Diagram).
- 5. Component Diagrams** – to describe the basic e-Parlament components, describing the interaction and dependency between them (to be used jointly with the Operation Diagram to specify the nodes, where the components are to be deployed). This diagram is to be used to describe the information objects of the IT system, as well as combined with the elements of the operation diagram.
- 6. BPMN Diagrams** – to describe the workflows to be implemented within e-Parlament.

Requirements for services

In order to achieve the objectives of services described in this section, the Contractor shall provide the following services:

- 1. Development of documents for procurement of services aiming at the development and implementation of the Information System "e-Parlament"**. The Contractor shall provide all the applicable documents necessary for the tender and contracting an e-Parlament developer, including Service Legal Agreement (SLA) designed to ensure e-Parlament operation.

- 2. Coordination of procurement documents for the Information System “e-Parlament”.** The Contractor shall organize a series of workshops with all stakeholders at the level of the PRM, in order to present and coordinate the tender documents for procurement of the Information System “e-Parlament”. Following these workshops, the final versions of documents relevant to this phase are to be drawn up.

Deliverables

Following the services rendered in conformity with the requirements specified in this section, the Contractor shall develop the following deliverables:

- 1. Technical specifications for the development of the Information System “e-Parlament”.** The technical specifications shall be developed in accordance with the instructions contained in the section for the Services Objectives, para 3.7 of this document, taking into consideration the legislation in force and international recommendations intended for e-Parlament system.
- 2. Qualification requirements for bidders and bid evaluation methodology for the acquisition of the Information System “e-Parlament”.** This document shall include all the skills, institutional and financial competences, corporate experience to be followed by e-Parlament development and implementation service providers.
- 3. Draft contract for the purchase of the Information System “e-Parlament”.** This document will be a draft of the future contract for the procurement of the Information System “e-Parlament” development and implementation services. The Contractor shall take into account all aspects and risks related to the processes of e-Parlament development and implementation when drafting a draft contract able to alleviate or bypass these risks.
- 4. SLA model contracts for the period of warranty, maintenance and continuous development of the Information System “e-Parlament”.** The Contractor shall develop SLA model contracts for periods of guarantee, maintenance and post-guarantee period of e-Parlament, anticipating and mitigating any potential risks through SLA.

F. DELIVERABLES AND PROJECT MANAGEMENT FRAMEWORK

ID	Deliverable	Deadline (week)
1.	A Project Charter, containing the Work Plan and the Methodology to be applied developed and coordinated with Parliament senior management and UNDP for project management and supervision.	w1
2.	Inventory of the PRM workflows pertinent to the e-Parlament developed and submitted to the Parliament Working Group	w2
3.	Inventory of roles / functions within the PRM's workflows developed and submitted to the Parliament Working Group	w5
4.	Accountability matrix of roles/functions involved in the PRM's workflows developed and submitted to the Parliament Working Group	
5.	PRM workflow analysis developed and submitted to the Parliament Working Group	
6.	Candidate list of workflows to be implemented within <i>e-Parlament</i> with adjustments appropriate to the activities digitization process, developed and submitted to the Parliament Working Group	w6
7.	Visionary modelling of the PRM workflows by means of graphical models that shall allow the visual perception of the PRM workflows and persons involved incumbent for the future smooth implementation within <i>e-Parlament</i> solution, developed and submitted to the Parliament Working Group	w8
8.	Documentation of the current PRM ICT Architecture (As Is vision), developed and submitted to the Parliament Working Group	w10

ID	Deliverable	Deadline (week)
9.	Audit report on the ICT current status in the PRM developed and submitted to the Parliament Working Group	w11
10.	Register of audit findings and recommendations developed and submitted to the Parliament Working Group	
11.	Future ICT Architecture Document of PRM (To Be Vision) developed and submitted to the Parliament Working Group	w13
12.	ICT management and governance framework model within PRM developed and submitted to the Parliament Working Group	
13.	<ul style="list-style-type: none"> • Draft PRM's ICT Transformation Plan developed and submitted to the Parliament Working Group for approval; • List of identified regulatory framework that requires upgrading in order to implement the concepts of e-document, electronic document flow and digital signature, developed and submitted to the Parliament Working Group for approval; • Following consultations with the beneficiary, draft regulations to allow implementation of the concepts of e-document, electronic document flow and digital signature developed and submitted to the beneficiary. <p>Note: the list of Regulations to be drafted shall be consulted with the parliament delated official</p>	w14
14.	Draft Technical specifications for the development of the IT system <i>e-Parlament</i> developed and submitted to the Parliament Working Group	w15
15.	Qualification requirements for bidders and bid evaluation methodology for the acquisition of the <i>e-Parlament</i> IT system developed and submitted to the Parliament Working Group	w16
16.	Draft contract for the purchase of the <i>Information System "e-Parlament"</i> developed and submitted to the Parliament Working Group	
17.	SLA model contracts for the period of warranty, maintenance and continuous development of the <i>Information System "e-Parlament"</i> developed and submitted to the Parliament Working Group	
18.	Capacity development and training plan for implementation of e-Parlament	
19.	Intermediary Progress Reports	w2, w6, w10,w14
20.	Final report	w17

G. MANAGEMENT ARRANGEMENTS

The contractor will work under the guidance of Parliament's Working Group and UNDP Democracy Programme Parliamentary Specialist for substantive aspects of the assignment, and under the direct supervision of the Senior Project Officer – for administrative aspects. All deliverables shall be coordinated with the Beneficiary and accepted by UNDP Democracy Programme Parliamentary Specialist and Programme Manager if these meet the requirements of the Terms of Reference.

The payment for services provided will be made on a lump-sum basis upon the service delivery and acceptance by UNDP Democracy Programme/Parliament according to the timeframes stated above.

This section identifies a set of specific requirements of the UNDP Democracy Programme towards the Bidder on the Project Management. These specific requirements will be subject to evaluation of the bidders according

to the evaluation criteria established.

The aim of the project management is to provide the organization and management capacity required to successfully, achieve project objectives. During the lifecycle of the project, planning and efficient resource allocation, control over every stage of progress, monitoring and evaluation of the quality of deliverables, etc. shall be provided.

The Beneficiary is responsible for all administrative and procedural issues related to the project launch, contracting and financial management (including payments) related to the activities conducted for the project implementation, as well as with the technical implementation.

The Bidder is responsible for the project management, implementation of project activities and plan according to the mutually agreed schedule with the Beneficiary. The Bidder is responsible for identifying and mobilizing experts for carrying out the activities provided for in the project plan at the highest possible quality standard.

Language requirements

All deliverables under these Terms of Reference will be presented in Romanian, in both electronic and hard-copy format. Progress reports shall be submitted in English. The deliverables in electronic form should be submitted in a format that would enable beneficiaries to further edit and use these deliverables. All communications, as well as all the relevant documentation, information solution interface and training and technical support with the beneficiaries of the project will be conducted in Romanian. Some of the relevant normative framework, including documentation, applicable to this task might be found also in Russian language.

Timeframe and Location

It is envisaged that for the successful provision of services and the production of deliverables required according to these terms of reference, provided a team with necessary qualifications is allocated, maximum 18 weeks of work are necessary. The expected period of implementation is during March – June 2016. Subsequently, the contractor shall include information on the volume of allocated resources.

Under this assignment the Programme is not responsible for logistics and organisational arrangements.

Important Note: The Company hired to perform this assignment is NOT eligible for further development, implementation and deployment of e-Parlament information system.

H. ELIGIBILITY

Successful bidder must meet the following minimum qualification requirements for the company and for the Project Manager:

Company:

- At least 5 years of experience in providing similar ITC consultancy services;
- Have proven experience (minimum 2 similar projects described in the company portfolio) in conducting similar works/projects relevant to the scope and size of the current project;

Project Manager (PM)

- Bachelor degree in ICT.
- Minimum 5 years of experience in ICT audit and consultancy projects;
- At least one of the following certificates is a must: PRINCE2 / PMP, COBIT, CISA;
- Fluency in Romanian and English is a must.

Failure to comply with the above-mentioned minimum requirements may constitute a reason for disqualification

The proposed project implementation team should consist of but not be limited to the following members:

1. Project Manager (PM)

The PM shall be responsible for the coordination of all ICT advisory missions and ensuring the quality of the project deliverables.

On behalf of the Bidder, PM shall hold at least the following responsibilities within the project:

- Ensure proper project risks management, quality of deliverables and progress control at every stage of the project.
- Ensure control of the interdependencies between the project's components to minimize any risk of project stagnation.
- Ensure effective communication within the project by establishing progress reporting with a minimum weekly frequency.
- Ensure an adequate level of transparency in project management through adequate documentation of all aspects of project management.
- Ensure coordination and facilitation of processes/actions designed to ensure the smooth implementation of the project.

2. Legal Officer (LO)

LO shall carry out a desk review of the existing legislative framework and internal regulations relevant to the scope of the assignment, providing specialised support to the implementation team from a regulatory perspective. The LO shall identify the internal regulatory framework that requires upgrading in order to implement the concepts of e-document, electronic document flow and digital signature. Following consultations with the beneficiary, the LO shall develop draft regulations or amendments to the existing framework to allow implementation of the concepts of e-document, electronic document flow and digital signature.

3. Expert in IS architecture (SE 1)

SE 1 shall be responsible for analysing data architecture and applications architecture.

4. Expert in Business Process Analysis (SE 2)

SE 2 shall be responsible for analysing the PRM's business processes (key responsible for developing the technical specifications for e-Parlament).

5. Expert in technological architecture (SE 3)

SE 3 shall be responsible for analysing the technological architecture.

6. Expert in Information Security (SE 4)

SE 4 shall be responsible for assessing the current state of the information security, establishing the needs for information security and integrating these requirements in all deliverables of the project.

The Bidder shall provide arguments regarding its proposal on structure of the implementation team, demonstrating its adequacy in relation to the project objectives and the environment in which it will run.

Proven commitment to the core values of the United Nations, in particular, respecting differences of culture, gender, religion, ethnicity, nationality, language, age, HIV status, disability, and sexual orientation, or other status.

I. RECOMMENDED PRESENTATION OF THE PROPOSAL

The Bidder shall submit, as part of its bid, the draft documents for project initiation, which shall include the following as a minimum:

1. The organizational structure of the project;
2. Project Pan;
3. Quality Plan;
4. Progress Monitoring Process;
5. Exception Handling Process;
6. Deliverables Acceptance Plan;
7. Project Library Structure;
8. In case the Service Provider is a consortium of companies, the application should contain a clear distribution of tasks among the consortium members;

9. If the Bidder subcontracts activities of obtaining any deliverable, then it shall submit the Work Package attached to these activities. shall be presented in a form signed by both the Bidder as well as proposed Subcontractor and shall contain: date, responsible person, description of the work package, description of deliverables that are part of the working package, quality-checking methods to be used, level of resources to be allocated, date of commencement and finalization, constraints, reporting method.

Section 4: Proposal Submission Form

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet]

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form⁴

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: RfP16/01175

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁴ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)⁵

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: RfP16/01175

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>		
<input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁵ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT
INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: *This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		

Signature of the Nominated Team Leader/Member		Date Signed

Section 7: Financial Proposal Form

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

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

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

SN	Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Tentative Schedule	Price (Lump Sum, All Inclusive)
1	A Project Charter, containing the Work Plan and the Methodology to be applied developed and coordinated with Parliament senior management and UNDP for project management and supervision.		w1	
2	Inventory of the PRM workflows pertinent to the e-Parliament developed and submitted to the Parliament Working Group		w2	
3	Inventory of roles / functions within the PRM's workflows developed and submitted to the Parliament Working Group		w5	
4	Accountability matrix of roles/functions involved in the PRM's workflows developed and submitted to the Parliament Working Group			
5	PRM workflow analysis developed and submitted to the Parliament Working Group			
6	Candidate list of workflows to be implemented within e-Parliament with adjustments appropriate to the activities digitization process, developed and submitted to the Parliament Working Group		w6	
7	Visionary modelling of the PRM workflows by means of graphical models that shall allow the visual perception of the PRM workflows and persons involved incumbent for the future smooth implementation within e-Parliament solution, developed and submitted to the Parliament Working Group		w8	
8	Documentation of the current PRM ICT Architecture (As Is vision), developed and submitted to the Parliament Working Group		w10	
9	Audit report on the ICT current status in the PRM developed and submitted to the Parliament Working Group		w11	
10	Register of audit findings and recommendations developed and submitted to the Parliament Working Group			

1 1	Future ICT Architecture Document of PRM (To Be Vision) developed and submitted to the Parliament Working Group		w13	
1 2	ICT management and governance framework model within PRM developed and submitted to the Parliament Working Group			
1 3	<ul style="list-style-type: none"> Draft PRM's ICT Transformation Plan developed and submitted to the Parliament Working Group for approval; List of identified regulatory framework that requires upgrading in order to implement the concepts of e-document, electronic document flow and digital signature, developed and submitted to the Parliament Working Group for approval; Following consultations with the beneficiary, draft regulations to allow implementation of the concepts of e-document, electronic document flow and digital signature developed and submitted to the beneficiary. <p>Note: the list of Regulations to be drafted shall be consulted with the parliament delated official</p>		w14	
1 4	Draft Technical specifications for the development of the IT system <i>e-Parlament</i> developed and submitted to the Parliament Working Group		w15	
1 5	Qualification requirements for bidders and bid evaluation methodology for the acquisition of the <i>e-Parlament</i> IT system developed and submitted to the Parliament Working Group			
1 6	Draft contract for the purchase of the <i>Information System "e-Parlament"</i> developed and submitted to the Parliament Working Group		w16	
1 7	SLA model contracts for the period of warranty, maintenance and continuous development of the <i>Information System "e-Parlament"</i> developed and submitted to the Parliament Working Group			
1 8	Capacity development and training plan for implementation of e-Parlament			
1 9	Intermediary Progress Reports		w2, w6, w10,w14	
2 0	Final report		w17	
Total		100%		USD.....

*Basis for payment tranches

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period (USD)
I. Personnel Services				
Project Manager				
Legal Officer (LO)				
Expert in IS architecture (SE 1)				
Expert in Business Process Analysis (SE 2)				
Expert in technological architecture (SE 3)				
Expert in Information Security (SE 4)				

II. Out of Pocket Expenses				
Travel Costs				
Daily Allowance				
Communications				
Reproduction				
Equipment Lease				
Others				
III. Other Related Costs				
Total				

Section 11: Contract for Professional Services

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE.
ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

**[THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL
SERVICES AND THE GENERAL TERMS AND CONDITIONS ARE
PROVIDED ON THE FOLLOWING PAGES]**

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this Letter;
- b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
- c) the Contractor's Proposal [ref....., dated]
- d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....
....

2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]	[INDICATE DELIVERY DATES]
----------------------------	----------------------------------

e.g.

Progress report	.././....
-----------------	-----------

.....
Final report

.././....
.././....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the

Services.

3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____

S

UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 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.

2.0 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.

3.0 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.

4.0 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.

5.0 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.

6.0 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.

7.0 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.

8.0 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:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 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.

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 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:

13.1.1 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,

13.1.2 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:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 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:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 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.

14.0 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.

15.0 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.

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 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.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 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.