United Nations Population Fund

Moldova Country Office

131, 31 August 1989 str., Chisinau, MD 2012, Moldova

E-mail: [tender.mda@unfpa.org](mailto:tender.mda@unfpa.org)

Website: <http://www.unfpa.org>

07 July, 2021

**REQUEST FOR PROPOSAL (RFP)**

**RFP Number UNFPA/MDA/RFP/2021/004**

For the establishment of a:

**CONTRACT FOR PROFESSIONAL SERVICES**

In regards to:

SUPPLY/PROVISION OF SERVICES to CHISINAU, REPUBLIC OF MOLDOVA

**Letter of Invitation**

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, is seeking qualified Bids for the provision of *service* **- *development of the Informational System on Population and Migration Statistics of the National Bureau of Statistics*.** Your company is hereby invited to submit your best Technical and Financial Bids for the requested services. Your Bid could form the basis for a contract for professional services (CPS) between your company and UNFPA.
2. To enable your company to submit a Bid, please read the following attached documents carefully:

|  |  |
| --- | --- |
| Section I: | Instructions to Bidders |
| Section II: | Terms of Reference |
| Section III: | UNFPA General Conditions of Contract |
| Section IV: | UNFPA Special Conditions of Contract |
| Section V: | Supplier Qualification Requirements |
| Section VI: | Bid and Returnable Forms |
| Section VII: | Contractual Forms |

1. The Bid process will be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid *separately* from their Financial Bid containing price information. Specific instructions for the submission can be found Section I – Instructions to Bidders, clause 20 Submission, Sealing and Marking of Bids.
2. Bidders are requested to carefully read Section I – Instructions to Bidders, clause 20 Submission, Sealing and Marking of Bids, where detailed instructions of the submission process are provided. It is the Bidder’s responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid’s misplacement or premature opening nor guarantee the confidentiality of the Bid process.  Incorrect submissions might result in your Bid being declared invalid.

All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses **no later than** **Monday,** **09 August 2021**, at **16:30 Moldova local time[[1]](#footnote-1)***:*

You must submit your Bid electronically, your Technical Bid and Financial Bid should be submitted in separate emails in accordance to clause 20.3 Submission of electronic Bids, should reach the email inbox of [**tender.mda@unfpa.org**](mailto:tender.mda@unfpa.org). Do not submit Bid documents to any other email address, sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.

1. Bids received after the stipulated date and time will be rejected.
2. Bidders are asked to acknowledge receipt of this RFP using the Bid Confirmation Form Section VI – ANNEX A: Bid Confirmation Form. A completed Form should be e-mailed to: **Luminita Arama, UNFPA Administrative/Finance Associate**, at email: [**arama@unfpa.org**](mailto:arama@unfpa.org) **no later than Thursday,** **05 August 2021**and indicate whether or not a Bid shall be submitted. Bidders that will not submit a Bid are kindly asked to indicate the reason(s) for not bidding on the Bid Confirmation Form to help UNFPA improve its future Bid exercises.
3. Any questions relating to the Bid process and/or to the attached documents shall be sent to: ***Luminita Arama, UNFPA Administrative/Finance Associate,***at email: [***arama@unfpa.org***](mailto:arama@unfpa.org)*.*

Responses to all questions received will be handled in accordance to the instructions included in Section I - Instructions to Bidders, clause 8 Clarifications of solicitation documents. Do not submit a Bid to this contact, or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bid process.

1. UNFPA posts all Bids notices, clarifications and results in the United Nations Global Marketplace; hence, we strongly encourage Bidders to register on [UNGM](https://www.ungm.org/Vendor/Registration). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, suppliers become part of the database that UN buyers use when searching for suppliers. The link describes the registration process: <https://www.ungm.org/Public/Pages/RegistrationProcess>

Suppliers can also access all UN Bids online and, by subscribing to the Tender Alert Service, suppliers can be automatically notified via email of all UN business opportunities that match the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the UNGM Interactive Guide for suppliers.

1. UNFPA looks forward to receiving your Bid and thanks you in advance for your interest in UNFPA procurement opportunities.
2. This letter is not to be construed in any way as an offer to contract with your company/institution.

|  |
| --- |
| Yours sincerely, |
|  |
| **Luminita Arama,**  **UNFPA Administrative/Finance Associate, Procurement Focal Point**  **UNFPA Moldova Country Office** |
|  |
| Process reviewed and approved by: |
|  |
| **Nigina Abaszada,**  **UNFPA Representative**  **UNFPA Moldova Country Office** |

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# Section I: Instructions to Bidders

## INTRODUCTION

## General

* 1. UNFPA wishes to establish a contract for professional services with a qualified supplier(s) for the provision of *services for the* ***development of the Informational System on Population and Migration Statistics***in support of UNFPA’s *Programmes* located in *the Republic of Moldova.*
  2. As a result of this competitive Bid process, UNFPA plans to sign a Contract for Professional Services with a single supplier.
  3. In the event of UNFPA signing a contract the following shall apply:
     1. The successful Bidder(s) shall accord the same terms and conditions to any other organization with the United Nations Systems, located in Republic of Moldova, that wishes to avail itself of such terms, after written consent from UNFPA Moldova CO;
     2. The contract template specified in Section VII – Annex A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES, shall be used.

## Eligible Bidders

* 1. This Bidding process is open to all legally-constituted companies that can provide the requested services and have legal capacity to perform in the country, or through an authorized representative.
  2. Bidders and all parties constituting the Bidder may hold any nationality.
  3. Bidders must not have a conflict of interest in order to be considered eligible. Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
     1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.
     2. Submit more than one Bid in this Bidding process, except for alternative Bids accepted under instructions to Bidders clause 19 is not permitted. However, this does not limit the participation of subcontractors in more than one Bid.
     3. Any Bidder that is uncertain as to whether the situation it is in constitutes a conflict of interest must disclose the situation to UNFPA and seek UNFPA’s guidance.
     4. The following information must be disclosed in the Bid:
        1. Bidding entities whose owners, part-owners, officers, directors, controlling shareholders, or key personnel are immediate family of UNFPA staff involved in procurement functions and/or of any government official of the beneficiary country and/or of any Implementing Partner (IP) receiving the goods and/or services under this RFP; and
        2. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
        3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.
  4. Bidders under declaration of ineligibility by UNFPA in accordance with clause 2 at the time of contract award will be disqualified. Bidders are not eligible to submit a Bid if at the time of Bid submission, they are:
     1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
     2. Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on [United Nations Global Marketplace (UNGM)](http://www.ungm.org) as a result of having committed fraudulent activities;
     3. Included on the [UN 1267 list](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
     4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](http://web.worldbank.org/WBSITE/EXTERNAL/OPPORTUNITIES/EXTCORPPROCUREMENT/0,,contentMDK:22030810~pagePK:64147231~piPK:64147158~theSitePK:438017,00.html).
  5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](http://www.un.org/Depts/ptd/pdf/conduct_english.pdf).
  6. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause 4, will be temporarily suspended or permanently debarred from business relations with UNFPA
  7. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
     1. The completed Joint Venture Partner Information Form, Section VI – Annex F: Joint Venture Partner information form, must be included with the Bid; and
     2. All parties to the JV shall be jointly and severally liable; and
     3. The JV must nominate a Representative, who will have the authority to conduct all businesses for and on behalf of all parties of the JV during the Bidding process, and, if the JV is awarded a contract, during the validity of the contract.

## Cost of Bid

* 1. Bidder will bear all costs associated with the preparation and submission of the Bid(s), and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

## Fraud and Corruption

* 1. UNFPA’s Policy regarding fraud and corruption is available by clicking on [Fraud Policy](http://www.unfpa.org/resources/fraud-policy-2009#overlay-context=node/10356/draft) and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.
  2. UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. To this effect, UNFPA has developed an Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure to detect fraud and to enforce the Policy.
  3. UNFPA requires that Bidders, suppliers, and contractors and their subcontractors observe the highest standards of ethics during the procurement and execution of UNFPA contracts.
  4. Pursuant to this Policy, UNFPA defines the terms set forth as follows:
     1. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
     2. “Fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
     3. “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
     4. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party:
     5. “Obstructive practice” means acts intended to materially impede the exercise of UNFPA’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNFPA investigation into allegations of fraud and corruption.
     6. “Unethical practice” means conduct or behavior that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority and harassment
  5. UNFPA will reject to award a contract if it determines that a Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for the contract in question;
  6. UNFPA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA contract/agreement if at any time it determines that the supplier has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices in competing for, or in executing, a UNFPA contract/agreement.
  7. Any supplier participating in UNFPA’s procurement activities must provide all required documents, records, and other elements to UNFPA personnel upon first request to facilitate any investigation of allegations of misconduct by either suppliers or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the supplier from the UNFPA supplier roster and may lead to suspension following review by UNFPA.
  8. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required.  Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records.  Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.
  9. A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](http://web2.unfpa.org/help/hotline.cfm)

## Zero Tolerance

* 1. UNFPA has adopted a zero tolerance policy on gifts and hospitality. Bidders are therefore requested not to send gifts or offer hospitality to UNFPA personnel. If interested on reading further on this policy, please select [Zero Tolerance Policy](http://www.unfpa.org/about-procurement#ZeroTolerance).

## Disclaimer

* 1. Should any of the links malfunction or are inaccessible for any reason in this Request for Proposal or any of its Annexes, suppliers can contact the Procurement Official referenced below in clause 8 and request for them to share a PDF version of such document(s).

## Solicitation Documents

## UNFPA Bidding document

* 1. This RFP document is posted on [United Nations Global Marketplace (UNGM)](https://www.ungm.org/Public/Notice).
  2. Bidding documents consists of the following:

|  |  |
| --- | --- |
| Section I: | Instructions to Bidders |
| Section II: | Terms of Reference |
| Annex A: | Instructions for Preparing Technical Bid |
| Section III: | UNFPA General Conditions of Contract |
| Section IV: | UNFPA Special Conditions of Contract |
| Section V: | Supplier Qualification Requirements |
| Section VI: | Bid and Returnable Forms |
| Annex A: | Bid Confirmation Form |
| Annex B: | Bid Submission Form |
| Annex C: | Bidder Identification Form |
| Annex D: | Bidder’s Previous Experience |
| Annex E: | Price Schedule Form |
| Annex F: | Joint Venture Partner Information Form |
| Annex G: | Checklist of Bid Forms |
| Section VII: | Contractual Forms |
| Annex A: | Template of Proposed Contract for Professional Services |

* 1. Bidders are expected to examine all instructions, forms, Terms of Reference, terms and conditions contained within this Bid document. Failure to comply with these documents shall be at the Bidder’s risk and may affect the evaluation of the Bid or result in the rejection of the Bid.
  2. Bidders are cautioned to read Section II – Terms of Reference, as there may be special requirements. The requirements presented herein are not to be construed as defining a particular service provider’s service. Bidders are encouraged to advise UNFPA if they disagree.
  3. The requirements included in this document are the minimum requirements of the services solicited. Services offered in the Bid must meet or exceed all requirements herein.

## Clarifications of Bidding documents

* 1. Bidders requiring clarification to the Bid process and/or to the Bid documents may be addressed in writing to:

**Luminita Arama, UNFPA Administrative/Finance Associate,** at email:[**arama@unfpa.org**](file:///C:\Users\igorc\Downloads\arama@unfpa.org)**.**

Bidders should **NOT** submit any Bid to this contact or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bidding process.

Bidders may request clarifications **no later than Thursday, 22 July 2021**, at **16:30 Moldova local time**[[2]](#footnote-2).

* 1. UNFPA will respond in writing to any requests for clarification received prior to the deadline and will circulate the answers (including an explanation of the requests without identifying the sources) to all prospective Bidders that have received the Bid documents. A copy of the questions and UNFPA’s answers will also be posted on UNGM, ([www.ungm.org](http://www.ungm.org)).
  2. UNFPA will respond to requests for clarifications as soon as possible. However, delays in UNFPA’s response will not oblige UNFPA to extend the Bid submission deadline. UNFPA may extend the deadline in specific cases UNFPA deems justified and necessary.

## Amendments to Bidding documents

* 1. At any time prior to the Bid submission deadline, UNFPA may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by issuing an amendment.
  2. UNFPA shall post all amendments under the original notice on UNGM. All prospective Bidders that have received the Bidding documents shall periodically check if amendments have been posted to the bidding documents on UNGM.
  3. To give prospective Bidders reasonable time to take the amendments into account, UNFPA may, at its discretion, extend the Bid submission deadline.

## Preparation of Bids

## Language of the Bid

* 1. Bid documents and all related correspondence will be written **in English**.
  2. Any printed literature furnished by a prospective Bidder written in a language other than the language indicated must be accompanied by a translation in the preferred language indicated above. For the purpose of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language indicated above shall govern. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

## Bid currency and prices

* 1. All prices shall be in US dollars (USD) or any other convertible currency.
  2. The Bidder shall indicate on the Price Schedule Form in accordance to Section VI – Annex E: Price Schedule Form the unit of measure, the unit price and total Bid price of the goods and/or services (where applicable) it proposes to supply under the contract.

## Conversion to single currency

* 1. To facilitate evaluation and comparison, the procurement official will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable to USD at the [UN Operational Rate of Exchange (UNORE)](http://treasury.un.org/operationalrates/OperationalRates.aspx) on the last day for submission of Bids.

## Most favored pricing

* 1. By submitting a Bid, the Bidder certifies that the same services have not been offered to other customers under similar circumstances at a lower cost. Should a Bidder be found to have done so, it must offer the lower cost to UNFPA.

## Validity of Bids

* 1. Bids must remain valid for *120 calendar days* after the Bid submission deadline. UNFPA will consider Bids with shorter validity as not substantially responsive and reject them. Under special circumstances, UNFPA may request Bidders to extend the validity of their Bids. Requests for validity extension will be made in writing.

## Bidders’ conference

* 1. ly be applicable er will be applicable ng:ions Global Markaet Placep it under the clause of lowing link which describes the rA Bidders’ conference may be conducted at UNFPA’s discretion. All Bidders will be encouraged to attend. Non-attendance, however, will not result in disqualification of an interested Bidder. Minutes of the Bidders’ conference will be either posted on UNGM or e-mailed to the Bidders that have confirmed participation or expressed interest in the Bid. Verbal statements made during the Bidders’ conference will not modify the terms and conditions of the RFP, unless such statements are specifically written in the minutes of the Bidder conference or issued as an amendment to the Bid documents and posted on UNGM.
  2. When appropriate, a Bidders’ conference will be conducted at the date, time and location specified in Section II – Terms of Reference.

## Submission of Bids

## Documents establishing eligibility and conformity to Bid documents

* 1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses 17 Technical Bid and 18 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.
  2. Submission of a Bid that does not substantially respond to the UNFPA Bid document in every respect shall be at the Bidder’s risk and may result in a rejection of the Bid.

All required documents returned with the Technical Bid should be submitted in PDF version. The Financial Bid should be submitted both in PDF version and Excel version.

## Technical Bid

* 1. Documents establishing the eligibility of the Technical Bid:
     1. Completed and signed Bid Submission Form; Section VI – Annex B: Bid Submission Form, in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, UNFPA shall consider that the bidder has accepted all such conditions. For the sake of good order, at the time of bid evaluation UNFPA will request the bidder to provide the signed Bid Submission Form.
     2. Completed Bidder Identification Form; Section VI – Annex C: Bidder Identification Form in PDF format.
     3. Completed Bidder’s Previous Experience; Section VI – Annex D: Bidder’s Previous Experience in PDF format.
     4. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in Section II – Annex B: Instructions for Preparing Technical Bid in PDF format
     5. Supporting documents/information per the Supplier Qualification Requirements; Section V: Supplier Qualification Requirement
     6. Completed Joint Venture Partner Information Form; Section VI – Annex F: Joint Venture Partner information form in PDF format.
     7. Copy of last five years of audited financial statements.

## Financial Bid

* 1. Bidders must complete the Price Schedule Form in accordance to Section VI – Annex E: Price Schedule Form – both in PDF format (signed version) and excel format. The separate Financial Bid must contain a quotation in a single currency, itemizing all services to be provided.
  2. Please consider the following information when completing the Price Schedule Form:
     1. The Price Schedule Form must provide a detailed cost breakdown, as shown in Section VI – Annex E: Price Schedule Form. Bidders are required to provide separate figures for each of the steps for each item.
     2. Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include the prices for these services broken down into itemized prices.
     3. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes. The applicable unit of measure should be clearly indicated.
     4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

## Partial & Alternative Bids

* 1. Partial Bids are not allowedunder this RFP. UNFPA reserves the right to select and accept a part or parts of any Bid.
  2. Alternative bids are accepted.

## Submission, sealing, and marking of Bids

* 1. The Bid process shall be conducted through a TWO-envelope system.  Interested Bidders are requested to submit their Technical Bid separately from their Financial Bid containing price information.
  2. Only electronic submissions are accepted:
     1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause 20.3.
     2. In accordance with UNFPA’s green procurement initiative, electronic submissions are strongly encouraged.
  3. Submission of electronic Bids:
     1. Bidders must enter the following text in the subject line: **UNFPA/MDA/RFP/2021/004, *Company Name*, and specify “Technical Bid” or “Financial Bid”**. Example below:
     2. UNFPA/MDA/RFP/2021/004 *[Company name]*, Technical Bid email X
     3. UNFPA/MDA/RFP/2021/004 *[Company name]*, Financial Bid
        1. Submissions without this text in the subject line may be rejected.
     4. Electronic submissions must be sent only to [**tender.mda@unfpa.org**](mailto:tender.mda@unfpa.org). Bids received at [**tender.mda@unfpa.org**](mailto:tender.mda@unfpa.org) mailbox shall not be opened before the scheduled opening date. Sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
     5. The total size of the email submission must **not exceed 20 MB**, including e-mail body, attachments, and headers.
     6. It is recommended that the entire Bid be consolidated into as few attachments as possible, in commonly-used file formats in accordance to what has been stated in clauses 17 & 18. If the Bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line “email X” sequentially, and the final “email Y – final”.
     7. It is the Bidder’s responsibility to ensure that Bids sent by email are received by the submission deadline. Bidders will receive an auto-reply acknowledging the receipt of each email when it is received by UNFPA’s email system. If you do not receive an auto-reply, inform **Luminita Arama, UNFPA Administrative/Finance Associate,** at email:[**arama@unfpa.org**](mailto:arama@unfpa.org).

## Deadline for submission of Bid and late Bids

* 1. Bids must be delivered to the place, date and time specified in this RFP. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <http://www.timeanddate.com/worldclock/>, or contact the Bid focal point.
  2. Bids received after the submission deadline shall be declared late, rejected and the supplier informed by UNFPA accordingly. UNFPA will not be responsible for Bids that arrive late due to the courier company and any other technical issues which are not within the control of UNFPA.

## Modification and withdrawal of Bids

* 1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by UNFPA, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.
  2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
  3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 20 - Submission, sealing and marking of Bids based on the approach utilized. The respective envelope or email shall be clearly marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”. Any revision to the Bid must be received by the deadline.
  4. No Bid may be modified, substituted or withdrawn in the interval between the submission deadline and the expiration of the period of the Bid validity. No Bid may be modified, substituted or withdrawn after the submission deadline.

## Storage of Bids

* 1. Bids received prior to the deadline of submission and the time of opening shall remain secure and unopened until the Bid opening date stated in UNFPA’s RFP.

## Bid Opening and Evaluation

## Bid opening

* 1. UNFPA will conduct an internal **Bid opening on Wednesday, 11 August 2021,** at **10:00 Moldova local time[[3]](#footnote-3)** via **ZOOM Video-conferencing**.
  2. Bids will be opened by an ad-hoc panel consisting of at least two staff members (of which one may be from a different United Nations agency/fund/program) and where at least one individual has no involvement in the subsequent stages of the procurement process. There will be separate Bid openings for Technical and Financial Bids. The Bidders’ names and submitted documents shall be announced and recorded on the Technical Bid opening report.
  3. A Bid opening report will be available for viewing only to Bidders who have submitted a bid or their authorized representatives for a period of thirty days from the date of the opening. Information not included in the Bid opening report will not be provided to Bidders.
  4. Once the Technical evaluation has been completed, the Financial Bids will be opened. During the Financial Bid opening, the Bidders’ names and the prices stated in the Financial Bid shall be announced and recorded on the Financial Bid opening report.
  5. No Bid shall be rejected during Bid opening, except for late Bids. Rejected Bids will be shredded except for any bank securities, which will be returned to the Bidder.

## Clarification of Bids

* 1. To assist in the examination, evaluation and comparison of Bids, UNFPA may ask Bidders for clarification of their Bids. The request for clarification and the response shall be in writing by UNFPA, and no change in price or substance of the Bid shall be sought, offered or permitted. Clarification of Bids may be provided only in response to UNFPA request for clarification or request for additional information.

## Preliminary examination of Bids

* 1. Prior to the detailed evaluation, UNFPA shall examine the Bids to determine whether they are complete with respect to minimum documentation requirements, whether the documents are properly signed, whether any computational errors have been made and whether the Bids are generally in order.
  2. The procurement official will determine the substantial responsiveness of each Bid to the RFP during the preliminary examination.
  3. A substantially responsive Bid conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
     1. Affects in any substantial way the scope, quality, or services specified; or
     2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA’s rights or the Bidder’s obligations under the contract; or
     3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
  4. UNFPA considers material deviations to include, but not be limited to the following:
     1. During preliminary examination of Bids
        1. Absence of Bid form(s), change in the wording or lack of signature on key portions of the Bid form when this is clearly required. Any change in wording that is consistent with the standard format of the Bid form(s) is not a material deviation;
        2. The Bidder indicates in the Bid that they do not accept important contract conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;
        3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.
        4. Non-eligibility of the Bidder;
        5. Financial information is included in the Technical Bid.
     2. During technical evaluation of Bids and qualification of Bidders:
        1. Bids do not reach the minimum threshold on technical score.
        2. The Bidder does not meet the minimum conditions for qualification.
     3. During Financial evaluation of Bids:
        1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 27.1.3
        2. Required price components are missing;
        3. The Bidder offers less quantity than what is required
  5. If a Bid is not substantially responsive to the Bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

## Non-conformities, errors, and omissions

* 1. Provided that a Bid is substantially responsive:
     1. UNFPA may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
     2. UNFPA may request the Bidder to submit the necessary information or documentation within a reasonable period of time to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
     3. UNFPA shall correct arithmetical errors on the following basis:
        1. 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 UNFPA there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern, and the unit price shall be corrected;
        2. 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.

## Evaluation of Bids

* 1. The evaluation of the Bids will be carried out in a two-step process by an evaluation panel, with evaluation of the Technical Bid being completed prior to any Financial Bid being opened and compared.
  2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of **70%**and whom have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is **100** points.
  3. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation of contract award shall not be disclosed to Bidders or any other person not officially concerned with such process until the contract award is published.
  4. Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the Bids or contract award decisions may result in the rejection of its Bid.
  5. Notwithstanding from the time of Bid opening to the time of contract award, if any Bidder wishes to contact UNFPA on any matter related to the Bidding process, it should do so in writing.

## Technical evaluation

* 1. The Technical Bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Section II, the Technical Bids submitted by the Bidders and the evaluation criteria published below.

| **Criteria** | [A] Maximum Points | [B]  Points attained by the Bidder | [C] Weighting % | [B] x [C] = [D] Total Points | |
| --- | --- | --- | --- | --- | --- |
| 1. Technical approach and methodology – understanding nature and scope of work | 100 |  | 20% |  | |
| 2. Implementation (work) plan and management plan | 100 |  | 20% |  | |
| 3. Specific experience and expertise relevant to the assignment:   * Proved experience in operation for at least five (5) years with main part of its business being the development of Information Technology (IT) Systems, including software and services; * Proved experience in conducting at least two (2) contracts of similar complexity in the last three (3) year; * Proved experience in software development in health sector. | 100 |  | 25% |  | |
| 4. Customer Satisfaction/Quality Programme of the Company (at least 2 confirmations). | 100 |  | 15% |  | |
| 5. Organization and staffing. The Company shall provide a team of the following key experts and their CVs:   * Key expert 1. Team Leader * Key expert 2. Software Developer * Key expert 3. Software Developer * Key expert 4. Software Developer * Key expert 5. Software Tester * Key expert 6. Trainer   Experts will be assessed as per the qualification requirements included in the ToR. | 100 |  | 20% |  | |
| GRAND TOTAL ALL CRITERIA | 500 |  | 100% |  |

* 1. Scoring Scale System
     1. The following scoring scale system will be used by the technical evaluation panel to conduct the Technical Bid evaluation objectively.

|  |  |
| --- | --- |
| **Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted** | **Points**  **out of 100** |
| Significantly exceeds the requirements | 90 – 100 |
| Exceeds the requirements | 80 – 89 |
| Meets the requirements | 70 – 79 |
| Partially meets the requirements | 1 – 69 |
| Does not meet the requirements or no information provided to assess compliance with the requirements | 0 |

## Supplier qualification requirements

* 1. The responses from the Bidders compared to Section VI – Annex C: Bidder Identification Form and Section VI – Annex D: Bidder’s Previous Experience of this document will be evaluated based on the criteria provided below to assess the degree of Bidder qualification for the proposed contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Number** | **Supplier Qualification Parameter** | **Bid is acceptable? (YES/NO)** | **Justification** |
| 1 | Legal and regulatory requirements | UNFPA shall examine the Bid to confirm that it does not contain any material deviations, reservation, or omission related to the General Conditions of Contracts (Section III) |  |
| 2 | Bidder is established as a company and legally incorporated in the country |  |  |
| 3 | Bidder is not a banned or suspended supplier |  |  |
| 4 | Financial stability |  |  |
| 5 | Bidder is experienced and technically capable of delivering the services |  |  |

* 1. Notwithstanding anything stated above, UNFPA reserves the right to assess the Bidder’s capabilities and capacity to execute the services satisfactorily before deciding on award.
  2. Even though the Bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or have a record of poor performance such as: not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

## Financial evaluation

* 1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score asindicated in clause 28.2and is considered qualified through the supplier qualification process described in clause 30. Proposals failing to obtain this minimum technical threshold or those which will not be considered qualified through the supplier qualification process will not be eligible for further consideration.
  2. The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form Section VI – Annex E: Price Schedule Form. The maximum number of points for the Financial Bid is 100. This maximum number of points will be allocated to the lowest price. All other Financial Bids will receive points in inverse proportion according to the following formula:

|  |  |  |
| --- | --- | --- |
| Financial Score = | Lowest Bid ($) | X 100 (Maximum Score) |
| Bid being Scored ($) |

## Total score

* 1. The total score for each Bidder will be the weighted sum of the technical score and financial score. The maximum total score is 100 points.

Total Score = 70% Technical Score + 30% Financial Score

## Award of Contract and Final Considerations

## Award of Contract

* 1. UNFPA intends to award the Contract for Professional Services to the Bidder that obtains the highest combined score of the Technical and Financial evaluation.

## Rejection of Bids and annulments

* 1. UNFPA reserves the right to reject any Bid if the Bidder has previously failed to perform properly or on time in accordance with previous contracts/purchase orders or if the Bidder from UNFPA’s perspective is not in a position to deliver pursuant to the contract.
  2. UNFPA reserves the right to annul the RFP and reject all Bids at any time prior to award of the contract without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information.
  3. Bidders waive all rights to appeal against the decision made by UNFPA.

## Right to vary requirements and to negotiate at time of award

* 1. At the time of award of the contract UNFPA reserves the right to vary the quantity of goods and/or services specified in the RFP by up to 20% without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.
  2. UNFPA reserves the right to negotiate the price with the Bid winner before awarding the contract to ensure that the Financial Bid is competitive on all aspects of the price.
     1. The purpose of negotiations of offers selected based on the ‘cumulative analysis methodology’ is to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.
     2. In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.

## Signing of the Contract

* 1. The procurement official will send the successful Bidder(s) the contract for professional services for a fixed contract value, which constitutes notification of award. Successful Bidder(s) shall sign and date the contract, and return it to UNFPA within 10 calendar days of receipt of the contract. To facilitate the process of signing the contract, Bidders are expected to have reviewed the template of Contract for Professional Services, found in Section VII – Annex A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES of the Bidding documents prior to submitting a Bid. The successful bidder shall deliver the services and/or goods in accordance with the delivery schedule outlined in the Bid/ Contract only after both parties sign the contract.
  2. UNFPA reserves the right to discontinue the contract if the supplier’s performance is not satisfactory to UNFPA.

## Publication of Contract Award

* 1. UNFPA will publish the following contract award information on United Nations Global Marketplace <http://www.ungm.org>, unless it is deemed to be in the interest of UNFPA no to do so: Purchase Order reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract amount and the issue date of the contract/purchase order.

## Payment Provisions

* 1. UNFPA’s policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract.

## Bid protest

* 1. Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of contract may complain to the UNFPA Head of the Business Unit, **Dr. Nigina Abaszada,** **UNFPA Representative** at[**abaszade@unfpa.org**](mailto:abaszade@unfpa.org). Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief of the Procurement Services Branch at [**procurement@unfpa.org**](mailto:procurement@unfpa.org).

## Documents establishing sustainability efforts of the Bidder

* 1. Currently UNFPA is requesting information on environmental and social policies and related documentation with Bids submitted by prospective suppliers. UNFPA is incorporating environmental and social criteria considerations into the evaluation process, such as adherence to Global Compact requirements (more information can be accessed here, <http://www.unglobalcompact.org/>, or by contacting Procurement Services Branch at [**procurement@unfpa.org**](mailto:procurement@unfpa.org)). UNFPA encourages suppliers to consider joining the UN Global Compact and to look into other ways to help reduce their environmental impact now.

# Section II: Terms of Reference (TOR)

**for the development of the Informational System on Population and Migration Statistics of the National Bureau of Statistics**

|  |  |
| --- | --- |
| **Title** | Company to develop and implement the Informational System on Population and Migration Statistics |
| **Duty Station** | Republic of Moldova |
| **Duration** | 12 months |
| **Contractor** | UNFPA Moldova Country Office |
| **Beneficiary** | National Bureau of Statistics, Republic of Moldova |
| **UNFPA Strategic Plan Outcome** | Population and Development |
| **UNSDCF Outcome(s)** | The people of Moldova, in particular, the most vulnerable, demand and benefit from democratic, transparent and accountable governance, gender sensitive, human rights- and evidence-based public policies, equitable services, and efficient, effective and responsive public institutions |
| **UNFPA Country Programme Output** | Increased availability and use of quality disaggregated data on population, including on sexual and reproductive health, young people and gender-based violence, by policy and decision makers at the national and local levels |
| **Funding** | "Improving availability of administrative data for tracking progress of the ICPD agenda in the framework of SDGs" project, financed by the India – UN Development Partnership Fund through UN Office for South-South Cooperation and implemented by UNFPA Moldova in cooperation with the National Bureau of Statistics |
| **Budget range:** | **150,000.00 – 175,000.00 USD** |

1. **BACKROUND**

The changes in population, as well as the direct correlation between population and the country development level triggered a great interest towards demography. Just like other countries from the Eastern Europe, the Republic of Moldova is going through important demographic transformations, which reveal themselves in continuous decline of the birth rate, population shrinking, ageing, greater domestic migration from rural areas to cities, thus having contributed to further depopulation of rural settlements, as well as amplification of emigration, especially of the working age young population. Devising the measures necessary to recover the demographic situation requires providing qualitative, truthful, complete and timely data regarding the total number of population, its structure, mobility and socio-economic characteristics.

The implications of these demographic changes, in the context of country socio-economic development, are shown in the National Development Strategy “Moldova 2030” as a desideratum to integrate the population dynamics into the general framework of social-economic policies and strategies aimed at national, regional and local development.

Demographic statistics are fundamental for studying and defining a wide range of policies concerning the socio-economic matters as the number of population is the main denominator for the estimation of a large spectrum of sector policy monitoring indicators, but also for assessing the public finance system sustainability and long-term efficiency based on population forecasts and on other demographic indicators.

It is worth stressing that, traditionally, the main sources of official population statistics are following: censuses of population and housing, records on civil status acts (the basis for vital statistics representing the natural movement of population), data on population migration. Out of these, the census of population from the methodological and practical standpoint provides, on the one hand, the most complex detailed information on the number and characteristics of country population every ten years at a certain time. On the other hand, such national coverage statistical works represent a complex measure and involve many people (census takers), require efforts, considerable material, institutional and financial resources, and, last but not least, depend on the level of participation of country inhabitants as respondents, the latter displaying a downward trend.

Hence, nowadays, the National Bureau of Statistics concern, as the main authority in the field of statistics (pursuant to Article 7 of Law No. 93/2017 and Paragraph 2 of the Regulation on organizing and operation of the National Bureau of Statistics, approved by GD No.935/2018), is to enhance the process efficiency in producing official quality statistics on population and demographic phenomena to meet the increasing needs of data users by cutting down the costs of statistical data collection and processing following the employment of available public registers and administrative data sources, having alleviated the burden for data respondents.

And last but not least, the statistical activity current goals are also related to:

* increasing the frequency of producing and publishing up-to-date statistical data, having ensured data quality, confidentiality and relevance, without involving additional costs and without adding to the respondents’ burden;
* ensuring, as much as possible, the coverage of the benchmarking population;
* avoiding errors, excluding or significantly reducing the non-response rate and operating with precise data;
* submitting promptly the data, having diminished the timeframe between the availability of statistical information and the moment of event/phenomenon occurrence it relates to or describes;
* strengthening the public image of the National Statistical Authority.

Having regard to these goals, statements and constraints, the Statisticians-demographers are more and more oriented towards reconsidering the traditional methods of data collection and producing statistics on population and demographic phenomena. This implies the identification of alternative methods recommended by the international community of statisticians and regulated by the current UN standards and EU practices on official statistics, such as: conducting survey research, using administrative data sources, carrying out censuses of population through combined methods – self-reporting by population, based on public registers, including information held and managed by service providers’ private information resources (water supply, communications, gas, electricity, heating, mobile phone operators, etc.).

The status of a UN member state and signatory of the *Association Agreement of the Republic of Moldova and the European Union* (Chapter 6 Statistics, Articles 41 and 44) requires the national statistical system to respect the *UN Fundamental Principles* *of Official Statistics*, taking into account of the EU acquis in statistics, including the *European Statistics Code of Practice* in order to align the national statistical system with the European norms and standards.

At the same time, as per Measure 6.31 of the Government Action Plan (GAP) for 2020-2023, approved by GD No. 636/2019, the National Bureau of Statistics (NBS) shall pursue the goal to make the vital statistics production process more efficient, having used “multi-register” systems. This goal is to be achieved along with the development, usage and continuous update of the AIS “Population and Migration Statistics” (AIS PMS) to this end (Sub-measure 6.31.2.). Pursuant to GAP Sub-measure 6.31.1., one of the technological solution development stages is the creation of a corresponding set of rules necessary to establish and operate this AIS.

For this purpose, the development, maintenance and operation of an IT system as an independent, comprehensive and reliable statistical register (comprising accurate and updated data) are essential for the production of vital and demographic statistics, as well as for producing the data regarding the population housing conditions.

Practically, the Informational System “Population and Migration Statistics” is aimed to ensure coordinated pooling of individual data, including personal data, held by state information resources, which are relevant for the production of official statistics on population and the characteristics thereof, vital events and population mobility to produce statistical indicators on population and migration. This should enable the production of relevant, reliable and internationally comparable statistical data, including domestic and international migration, annual estimation of the number of population with habitual residence at the national level with territorial breakdown, etc.

In the short- and medium-term, the Informational System “Population and Migration Statistics” shall support the country endeavors in organizing the Census of population and housing planned for 2023 in order to offer additional data or by taking on board the data from administrative data sources pursuant to the Census Program, as well as by validating certain responses in order to ensure data quality. In the long-run, once having become fully-fledged functionally and operationally with sufficient content of information objects, this System would enable the transition to organizing censuses based on public registers instead of traditional censuses, facilitating in this way the implementation of UN recommendations and EU Member States practices.

The informational system “Population and Migration Statistics”, is part of the National Bureau of Statistics integrated Informational System on Statistics, and represents a set of information resources and technologies, computer ware and methodologies, data consumption systems, legal norms and organizational structures, which ensure the preparing and issuing the required analytical and statistical information to support the activity of public administration authorities.

The informational system “Population and Migration Statistics” information resource is a single information space for integrating/interconnecting the departmental information resources on population, migration and demography, which should provide automated and efficient mechanisms for managing the statistical “multi-register” database on population, natural movement and migration in order to use it for censuses of population and housing, and for statistical analysis of demographic transformations (taking on board, transmission and quality control of data, carrying out the processes of aggregation, analysis, preparation, application of statistical algorithms, storing, accessing and archiving statistical information).

The informational system “Population and Migration Statistics” is a state departmental information resource, representing the whole set of systematized primary data necessary to produce and disseminate official statistics about the country inhabitants by their location, mobility and migration activity, socio-economic characteristics, family nuclei and intergeneration relations, demographic phenomena accompanying them, living conditions, housing status and their developments over time. The NBS shall be assigned with the task to create the informational system “Population and Migration Statistics” with the development partners’ support.

The National Bureau of Statistics shall use the informational system “Population and Migration Statistics” in order to automate the process of coordinated pooling, consumption and linkage of individual data (including personal data) from administrative data sources and from public, state and/or departmental registers to produce up-to-date official statistics regarding the population size and characteristics at different selected time intervals, having ensured data comparability.

The informational system “Population and Migration Statistics” main goals are:

1. to estimate the total number of resident population and its socio-demographic structure at any given time, as well as the changes occurring within the population;
2. to make the production of vital statistics more efficient by using “multi-register” systems;
3. to reduce the respondents’ burden, financial costs for collecting and producing official statistics, as well as the administrative burden on data sources, in the context of delivering data for statistical purposes, by automating the process of taking on board the data from diverse information resources to produce statistical data;
4. to reduce the respondents’ burden during the census by using the census questionnaires filled in advance with data and validating the census data by confronting them with the administrative data sources (using a single identification code and/or other single identifiers), and switching to censuses based on registers in the long-run to cut down the census costs and produce census statistics more frequently;
5. to increase the quality of statistical products, generating relevant, reliable and nationally and internationally comparable statistical data, having ensured data automated processing pursuant to the established validation rules, apply automatically the indicator calculation algorithms and continuously monitor the quality of inputs and outputs (statistical products);
6. to improve the quality of estimates derived from survey researches, using the AIS RPM as a survey qualitative basis, as an auxiliary data source to calibrate the estimates, as well as to shape the behavior of non-respondents;
7. to increase the frequency of statistical data production and dissemination, their updating, where appropriate, by organizing the automated collection, processing, validation of data and calculating the statistical indicators;
8. to diversify the developed and disseminated statistical indicators by implementing innovative methodologies to calculate the indicators and applying the feedback from the statistical product beneficiaries to develop statistical products that meet the users’ current needs, respond to crises (e.g. Covid-19).
9. **OBJECTIVES OF THE ASSIGNMENT**

The main objective of this assignment is to develop and implement a fully-fledged Informational System “Population and Migration Statistics” based on the technical specification of the Informational System “Population and Migration Statistics” (Annex 1) approved by the National Bureau of Statistics, with all core functionalities developed and deployed according to the requirements defined during the assignment.

The National Bureau of Statistics is the main beneficiary and the owner of the product to be developed and the database. The National Bureau of Statistics shall use the Informational System “Population and Migration Statistics” in order to automate the process of coordinated import, consumption and linkage of individual data (including personal data) from administrative data sources and from public, state and/or departmental registers to produce up-to-date official statistics regarding the population size and characteristics at different selected time intervals, having ensured data comparability.

1. **TASKS AND DELIVERABLES**

According to the Implementation Approach defined above, the Informational System “Population and Migration Statistics” will be implemented through eight (8) major tasks. The activities and deliverables stemming from this approach are specified below. Please note that tasks and activities may overlap in the schedule and that the suggested high-level implementation schedule is provided within the Functional and Technical Requirements. It is the Contractor’s responsibility to design the project management and implementation plan (including project backlog and sprints in case when Agile project management approach is adopted).

**Task 1: Project Preparation**

During this task, the Contractor must develop the Project Management and Implementation Plan. The following activities shall be carried out:

* **Activity 1.1:** Organize project kickoff meeting with the Purchaser's project team and the Beneficiary and develop the Project Initiation/Chapter document. The Contractor shall present the implementation methodology and introduce its team led by the project manager to the Purchaser and the Beneficiary.
* **Activity 1.2**: Develop Project Management and Implementation Plan, which includes: Implementation Schedule, Change Management PlanwithCommunication Plan*,* Training Planand Risk Management Plan. The activities in the Project Management Plan shall consist of all tasks and activities needed by the Contractor to implement the Informational System “Population and Migration Statistics”. The change management activities will ensure appropriate engagement of stakeholders, timely delivery of communications and training sessions, strong project sponsorship, and effective business and technical knowledge transfer.

The Task 1 deliverables are as follows:

* **Deliverable 1.1:** Kickoff meeting organization and presentation of Project Initiation/Charter document with the vision, implementation approach and project team.
* **Deliverable 1.2:** Project Management Plan with Implementation Schedule, Stakeholder Engagement Plan, Change Management Plan, and Risk Management Plan.
* **Deliverable 1**.**3**: Informational System “Population and Migration Statistics” Product Backlog (only in case of Agile adoption as a project management approach the Contractor must deliver the Product Backlog.)
* **Deliverable 1.4**: List of qualifications and skills required for the Beneficiary’s system administrators to maintain and operate the Informational System “Population and Migration Statistics” and their full-time equivalent (FTE).

**Task 2: Configuration of the Deployment Infrastructure**

To prepare the Informational System “Population and Migration Statistics” deployment infrastructure, the following activities shall be carried out:

* **Activity 2.1**: Prepare the requirements for the Informational System “Population and Migration Statistics” hosting infrastructure, including failover environment.
* **Activity 2.2:** Configure the server infrastructure, including development, testing/training, and production/failover environments. The Contractor shall prepare the hosting environment configuration scripts and guidelines to enable the Beneficiary to replicate the same process in the future.

The Task 2 deliverables are as follows:

* **Deliverable 2.1:** Requirements for the hosting infrastructure (development, testing/training, and production environments).
* **Deliverable 2.2:** Configured hosting infrastructure (production/failover, development, and testing/training environments), deployment scripts, and documentation.

**Task 3: Informational System “Population and Migration Statistics” Design and Development**

To design and develop the Informational System “Population and Migration Statistics”, the following activities shall be carried out:

* **Activity 3.1**: Perform analysis and develop related documentation - Software Design Document (SDD)for the Informational System “Population and Migration Statistics”. The Contractor will work with the Beneficiary, Stakeholders, and Purchaser to describe the specifications of the software according to the current legislation and annexed Functional and Technical Requirements. The Contractorwill develop theSDDin an iterative and incremental manner (the SDD will be updated during the project implementation). This TOR, along with the Functional and Technical Requirements, firms in preparing their proposals and as an input to the detailed design, however, the final design of the Informational System “Population and Migration Statistics” shall be determined and accepted as part of the Contract execution. It is the responsibility of the Contractor to develop a detailed design of the Informational System “Population and Migration Statistics”and present the design for the acceptance by the Beneficiary and Purchaser. The Contractor shall suggest the design and implementation methodology, which will allow for the implementation of the Informational System “Population and Migration Statistics” within the planned implementation timeframe.
* **Activity 3.2**: Analysis and implement the Generic Statistical Information Model (GSIM) and Generic Statistical Business Process Model (GSBPM) standard in the implemented data structures and workflows of the Informational System “Population and Migration Statistics”.
* **Activity 3.3**: Develop the Informational System “Population and Migration Statistics” using continuous integration/continuous delivery (CI/CD) facilities and providing to stakeholders the prototype versions of the Informational System “Population and Migration Statistics” to allow the opportunity to review and provide comments. The prototyping can also be organized in several stages, to verify the design of a particular logical unit – modules before they are developed or deployed. **It is the Contractor’s responsibility to enable the prototyping environment using its own hosting infrastructure in case the Beneficiary’s infrastructure would not be ready for prototyping**.
* **Activity 3.4**: Perform the tests for developed Informational System “Population and Migration Statistics” functionalities. The Contractor shall develop the test plan that will, at least, include the following tests, unit testing, integration testing, load testing, stress testing, recovery testing, and security testing. The test plan shall also include tests to be performed by the Beneficiary with the Contractor’s support, namely usability testing and functional testing. The final acceptance testing will be done after the training as part of Task 7.
* **Activity 3.5**: Hold design workshops or individual sessions with stakeholders after each deployment of the Informational System “Population and Migration Statistics” prototype version.
* **Activity 3.6:** Prepare biweekly project management status reports, which include, at a minimum, the overall project status, reporting of issues, achievements and planned activities, milestones, deliverables, and reporting of risks. In particular, the biweekly status reports will focus on the activities done in the previous two weeks and activities planned for the following two weeks, identifying any unresolved issues and foreseen risks. Besides the regular biweekly progress reporting, any issues or foreseen risks that may impact the project progress shall be reported immediately.

The Task 3 deliverables are as follows:

* **Deliverable 3.1**: Informational System “Population and Migration Statistics” detailed design. The detailed design of Informational System “Population and Migration Statistics” will be described by Software Design Document (SDD). The detailed design can be delivered in several stages/increments, however, the Contractor is obliged to compile and deliver the final and comprehensive design.
* **Deliverable 3.2**: Graphical design for the Informational System “Population and Migration Statistics” public interface (2 versions of the initial design drafts and, final accepted graphical design).
* **Deliverable 3.3**: Report on the improvements added to the Informational System “Population and Migration Statistics” as result of the review done by the Beneficiary and the Purchaser.
* **Deliverable 3.4:** Biweekly project management status reports and presentation slides delivered throughout the project implementation period.
* **Deliverable 3.5**: Prototypes of the Informational System “Population and Migration Statistics” and a report on improvements made based on the review done by the Beneficiary and Purchaser.
* **Deliverable 3.6**: Updated product backlog throughout the Informational System “Population and Migration Statistics” implementation (will be delivered in case of Agile adoption as a project management approach).

***Task 4: Integration with external IT systems***

To implement the data exchange interfaces the following activities shall be carried out:

* **Activity 4.1**: Implementation of interoperability facilities between the Informational System “Population and Migration Statistics” and the National Bureau of Statistics owned IT Systems: Statistical Databank, Statistical Metadata System, the National Bureau of Statistics Official website.
* **Activity 4.2**: Informational System “Population and Migration Statistics” integration with the government e-services (MPass, MSign, MLog, MNotify, MPower, and POGD).
* **Activity 4.3**: Integration of the Informational System “Population and Migration Statistics” with the external IT system to receive primary data : State Registry of Population, State Registry of Civil Status Acts, Cadaster of Real Estate, State Register of Administrative and Territorial Units and Addresses, Border Police Integrated Information System, Automated Information System “Migration and Asylum”, State Register of Individual Records in the Public Social Insurance System, Integrated Medical Information System.
* **Activity 4.4**: Integration of the Informational System “Population and Migration Statistics” with the external IT supplier of behavioral data of Statistical Units (administrative data sources) that will provide references on the existence and viability of Statistical Units based on which the active status of their profiles would be kept (for example: *Tax Register – any tax settlement event, MPay – any electronic settlement event, commercial databases – any service-receiving related event, etc.*).
* **Activity 4.5**: Public interface of the Informational System “Population and Migration Statistics” integration with Google Analytics.

Task 4 deliverables are as follows:

* **Deliverable 4.1:** Report and acceptance of the interoperability and data exchange functionalities.
* **Deliverable 4.2:** Documentation of implemented Informational System “Population and Migration Statistics” APIs.

**Task 5: Data Transformation and Migration**

To transform and migrate data to the Informational System “Population and Migration Statistics” database the following activities shall be carried out:

* **Activity 5.1:** Develop the data transformation and migration plan, including the implementation of the GSIM standard.
* **Activity 5.2:** Develop ETL mechanism and data migration scripts and tools to populate the Informational System “Population and Migration Statistics” store with the current available data sets
* **Activity 5.3:** Testing the accuracy of transformed and migrated data.

Task 5 deliverables are as follows:

* **Deliverable 5.1**: Informational System “Population and Migration Statistics” populated with primary data provided by the National Bureau of Statistics.
* **Deliverable 5.2**: ETL mechanism, data migration plan and scripts.
* **Deliverable 5.3**: Data transformation and migration report.

**Task 6: Trainings**

To train the Informational System “Population and Migration Statistics” authorized users the following activities shall be carried out:

* **Activity 6.1**: Develop the plan, schedule, and all materials (e.g.,power-point presentations, guidelines, video instructions, end-user’s manual, administrator’s manual) required for the training of Informational System “Population and Migration Statistics” administrators and end-users. The required training materials are specified in the Functional and Technical Requirements and shall be developed in a manner to support future trainings organized and conducted by the Beneficiary’s trainers.
* **Activity 6.2**: Provide training for Informational System “Population and Migration Statistics” system administrators. The Contractor shall train at least two IT specialists of the National Bureau of Statistics for the role of system administrator. After the training, the Beneficiary’s System Administrators must be able to maintain and operate the software independently without any external IT support. The minimum duration of the administrators’ training shall be 64 hours.
* **Activity 6.3**: Provide train-the-trainer sessions for Informational System “Population and Migration Statistics” users to support sustainability of implemented software. The training shall be organized for a minimum of two persons – future trainers, and the duration of training shall be at least 56 hours.
* **Activity 6.4**: Provide training for the Informational System “Population and Migration Statistics” authorized users. The training shall be organized for a minimum of 30 users involved in Informational System “Population and Migration Statistics”operation, and the duration of training shall be at least 40 hours.
* **Activity 6.5**: Consultation on the Informational System “Population and Migration Statistics” usabilitythrough online focus groups. The Contractor shall conduct two (2) online focus groups in Chisinau in close cooperation with the Beneficiary and the Purchaser to present the Informational System “Population and Migration Statistics” and discuss its usability. One focus group will be with the representatives of stakeholders and one with the beneficiaries of Informational System “Population and Migration Statistics” public interface. Based on the discussion outcomes, the Contractor shall work with the Beneficiary and the Purchaser to improve the Informational System “Population and Migration Statistics” user interface and functionalities.
* **Activity 6.6**: Enable access to the Contractor’s helpdesk system that will be used for maintenance and support activities during the Contract term.

Task 6 deliverables are as follows:

* **Deliverable 6.1**: Training Plan with a schedule and training materials, including brief guidelines on how to use the Contractor’s helpdesk system.
* **Deliverable 6.2**: Report on conducted trainings for administrators, trainers, and authorized users.
* **Deliverable 6.3**: Report on focus groups with suggestions to improve the Informational System “Population and Migration Statistics” usability, and
* **Deliverable 6.4**: Access provided to the Contractor’s helpdesk system with helpdesk user’s manual.

**Task 7: Finalization and stabilization of the Informational System “Population and Migration Statistics”**

To finalize the Informational System “Population and Migration Statistics” the following activities shall be carried out:

* **Activity 7.1**: Making changes to improve the Informational System “Population and Migration Statistics” usability based on the feedbacks from trainings and stakeholders’ representatives.
* **Activity 7.2**: Making the required updates to technical and user documentation based on the Informational System “Population and Migration Statistics” usability improvements.
* **Activity 7.3**: Supporting the outreach activities to communicate the Informational System “Population and Migration Statistics” benefits to all stakeholders.
* **Activity 7.4**: Develop the *Business Continuity Plan (BCP)*, *Disaster Recovery Plan (DRP)*, *Backup Plan* and other relevant Informational System “Population and Migration Statistics”information security procedures in compliance with the current legislation and information security standards (e.g. ISO/IEC 27001).
* **Activity 7.5**: Stabilization of the Informational System “Population and Migration Statistics” in a period of two (2) months. The Contractor will use the stabilization period for removing functionality issues and shortcomings that might not have been noted in the testing but become apparent during its live operation.
* **Activity 7.6**: User Acceptance Test of the Informational System “Population and Migration Statistics” according to the test scenarios and cases that will be prepared by the Contractor. The user acceptance testing approvement by the Beneficiary will be a prerequisite to proceed with the final acceptance of the Informational System “Population and Migration Statistics”.
* **Activity 7.7**: Informational System “Population and Migration Statistics” handover activities. Transfer of the complete source code and the final Informational System “Population and Migration Statistics” design and other documentation to the Purchaser and the Beneficiary.

The deliverables of Task 7 are as follows:

* **Deliverable 7.1**: Final updated detailed design, technical and user documentation.
* **Deliverable 7.2**: User Acceptance Test cases.
* **Deliverable 7.3**: Report on conducted change management and outreach activities.
* **Deliverable 7.4**: Business Continuity Plan, Disaster Recovery Plan, Backup Plan and other information security procedures for the Informational System “Population and Migration Statistics” operation.
* **Deliverable 7.5**: Report on corrected shortcomings and updated technical and user documentation, including updated source code of the Informational System “Population and Migration Statistics” during the stabilization period.
* **Deliverable 7.6:** Means to support outreach activities (instructional videos, presentations, etc.).
* **Deliverable 7.7:** User Acceptance Test report.
* **Deliverable 7.8**: Informational System “Population and Migration Statistics” complete documented source code and final detailed design.
* **Deliverable 7.9**: Minutes for the handover of the Informational System “Population and Migration Statistics” System to the Beneficiary.

**Task 8: Post-implementation Support and Maintenance**

The post-implementation support and maintenance activities shall be performed during twelve (12) months after the final user acceptance and delivery period. These activities shall include correction of any shortcomings related to the Informational System “Population and Migration Statistics” functioning. The Contractor shall provide the maintenance and support activities according to the Service Level Agreement (SLA), namely:

* **Activity 8.1**: Provide post-implementation support and maintenance after the final acceptance and delivery period for up to twelve (12) months. Any minor-improvement, enhancement, modification, or expansion will include actions that, together with other maintenance and support activities, shall not take more than 10 person-hours per week. Any work that will require more than 10 person-hours per week shall be reported to the Purchaser.
* **Activity 8.2**: Correct the shortcomings and update the software on a regular basis, including all required updates for technical and user documentation during the implementation and post-implementation periods.

Task 8 deliverables are as follows:

* **Deliverable 8.1**: Monthly reports on support and maintenance, including the number of helpdesk requests and maintenance as well as support indicators according to the SLA requirements.
* **Deliverable 8.2**: Report on corrected shortcomings and updated technical and user documentation, including the Informational System “Population and Migration Statistics” updated source code.

1. **DELIVERABLES AND TIMEFRAME**

The following table shows the milestones, the corresponding completion dates, and deliverables. The Payment Schedule will be linked to these milestones. A milestone is achieved when all related deliverables have been completed and accepted.

| No | Milestone | Completion date |
| --- | --- | --- |
| 1. | **Milestone 1**: Project Management Plan and Product Backlog (in case of Agile use) finalized and accepted.  Milestone 1 deliverables:   * **Deliverable 1.1**: Kickoff meeting organization and presentation of Project Initiation/Charter document with the vision, implementation approach and project team. * **Deliverable 1.2**: Project Management Plan with Implementation Schedule, Stakeholder Engagement Plan, Change Management Plan, and Risk Management Plan. * **Deliverable 1**.**3**: Informational System “Population and Migration Statistics” Product Backlog (only in case of Agile adoption as a project management approach the Contractor must deliver the Product Backlog.). * **Deliverable 1.4**: List of qualifications and skills required for the Beneficiary’s system administrators to maintain and operate the Informational System “Population and Migration Statistics” and their full-time equivalent (FTE). | Four (4) weeks following the Contract award |
| 2. | **Milestone 2**: The Development, Testing/Training and Production Environments are configured.  Milestone 2 deliverables:   * **Deliverable 2.1**: Requirements for the hosting infrastructure (development, testing/training, and production environments). * **Deliverable 2.2**: Configured hosting infrastructure (production/failover, development, and testing/training environments), deployment scripts, and documentation. | Three (3) weeks following the achievement of Milestone 1 |
| 3. | **Milestone 3**: The Informational System “Population and Migration Statistics” is iteratively and incrementally designed, developed, and internally tested.  Milestone 3 deliverables:   * **Deliverable 3.1**: Informational System “Population and Migration Statistics” detailed design. * **Deliverable 3.2**: Graphical design for the Informational System “Population and Migration Statistics” public interface. * **Deliverable 3.3**: Report on the improvements added to the Informational System “Population and Migration Statistics” as result of the review done by the Beneficiary and the Purchaser. * **Deliverable 3.4**: Biweekly project management status reports and presentation slides delivered throughout the project implementation period. * **Deliverable 3.5**: Prototypes of the Informational System “Population and Migration Statistics” and a report on improvements made based on the review done by the Beneficiary and Purchaser. * **Deliverable 3.6**: Updated product backlog throughout the Informational System “Population and Migration Statistics” implementation (will be delivered in case of Agile adoption as a project management approach). | 28 weeks following the achievement of Milestone 1 |
| 4. | **Milestone 4**: The Informational System “Population and Migration Statistics” data exchange mechanism is implemented.  Milestone 4 deliverables:   * **Deliverable 4.1**: Report and acceptance of interoperability data exchange interfaces. * **Deliverable 4.2**: Documentation of implemented Informational System “Population and Migration Statistics” APIs. | Ten (10) weeks in parallel with the Milestone 3 activities. |
| 5. | **Milestone 5**: All relevant data are transformed and migrated to the Informational System “Population and Migration Statistics”.  Milestone 5 deliverables:   * **Deliverable 5.1**: Informational System “Population and Migration Statistics” populated with primary data provided by the National Bureau of Statistics. * **Deliverable 5.2**: ETL (Extract, Transform, Load) mechanism, Data migration plan and scripts. * **Deliverable 5.3**: Data transformation and migration report. | Ten (10) weeks following the achievement of Milestone 2 (the data transformation and migration will be implemented in parallel with the Milestone 3 activities).  The data migration and reconciliation activities will be done during four (4) weeks after the achievement of the Milestone 3. |
| 6. | **Milestone 6**: Trainings and focus groups conducted.  Milestone 6 deliverables:   * **Deliverable 6.1**: Training plan with schedule and training materials, including brief guidelines on how to use the Contractor’s helpdesk system. * **Deliverable 6.2**: Report on conducted trainings for administrators, trainers, and authorized users. * **Deliverable 6.3** Report on focus groups with suggestions to improve the Informational System “Population and Migration Statistics” usability. * **Deliverable 6.4**: Access provided to the Contractor’s helpdesk system. | Three (3) weeks following the achievement of Milestone 5 |
| 7. | **Milestone 7**: Informational System “Population and Migration Statistics” is finalized and accepted. Stabilization period finalized.  Milestone 7 deliverables:   * **Deliverable 7.1**: Final updated detailed design, technical and user documentation. * **Deliverable 7.2**: User Acceptance Test Cases. * **Deliverable 7.3**: Report on conducted change management and outreach activities. * **Deliverable 7.4**: Business Continuity Plan, Disaster Recovery Plan, Backup Plan, and other information security procedures for the Informational System “Population and Migration Statistics” operation. * **Deliverable 7.5**: Report on corrected shortcomings and updated technical and user documentation, including updated source code of the Informational System “Population and Migration Statistics” during the stabilization period. * **Deliverable 7.6**: Means to support the outreach activities (instructional videos, presentations, etc.). * **Deliverable 7.7**: User Acceptance Test report. * **Deliverable 7.8**: Informational System “Population and Migration Statistics” complete documented source code and final detailed design. * **Deliverable 7.9**: Minutes for the handover of the Informational System “Population and Migration Statistics” System to the Beneficiary. | Two (2) months following the achievement of Milestone 6 |
| 8. | **Milestone 8**: Post-implementation support and maintenance after the final user acceptance and delivery period.  Milestone 8 deliverables:   * **Deliverable 8.1**: Monthly reports on support and maintenance, including the number of helpdesk requests and maintenance as well as support indicators according to the SLA requirements. * **Deliverable 8.2**: Report on corrected shortcomings and updated technical and user documentation, including the Informational System “Population and Migration Statistics” updated source code. | Twelve (12) months following the achievement of Milestone 7 |

1. **WARRANTY PERIOD**

The contracted Company shall provide 12 months of warranty for the developed solution. The warranty period starts after final release and the end of the contract. During the warranty period the contracted Company shall fix any identified defects. During this period, the contracted Company shall provide necessary technical assistance, that will include at least fixing all defects reported by the beneficiary, solving all incidents reported by the beneficiary, according to the agreed SLAs.

Any incidents, malfunctions or changes of configuration that affect the proper functioning of the informational system shall be addressed exclusively with the contracted company, not with third parties. The contracted Company shall be responsible for any incidents related to the developed informational system generated during operations performed by him/her, or at his/her recommendation when new functionalities are added.

The updated and operational versions of the system shall automatically become ownership of the Beneficiary, and the contracted Company shall perform the technical operations related to them until contract termination and shall give a warranty in the form they were delivered, of minimum 12 months from the date the contract ends. The costs generated by the failures of the application during the warranty period shall be at the expense of the contracted Company.

In the event of any incidents generated by the operations performed by the contracted Company, or in case of failure to carry out the mandatory operations (updating the configuration, patches, etc.) that destroy the operational configuration of the system, the contracted Company shall assume the recommission costs, as well as the damages caused by the incident.

1. **PROPERTY RIGHTS**

The Beneficiary (National Bureau of Statistics) has the ownership rights on the code of the application. Any change to the code results in a new version of the application for which the contracted Company shall provide full warranty. The Beneficiary will keep the ownership rights on the application. For a clear understanding, changes to the existing functionalities or new developments of the application shall be made at the request of the Beneficiary. The beneficiary shall not interfere with the code of the application, which is why the contracted Company shall be responsible for the correct operation of the application during and after making changes to the code. Any change in the application shall oblige the contracted Company to give a warranty for the entire system and not just for the changes made. The Beneficiary shall continue to keep the ownership rights on the entire application regardless of the changes made throughout the contract period.

1. **CHANGE REQUESTS**

Based on the law or its operational needs, the Beneficiary may request from the contracted Company to make some changes or add new functionalities, and the contracted Company shall be permanently prepared to make them rapidly, without affecting the normal operation of the system. They shall be performed based on an amendment of the Contract or in the framework of a distinct Contract.

In line with its operational needs, the Beneficiary may ask the contracted Company for advice in the form of written answers to its questions regarding the informational system. Also, the contracted Company may be asked to come to the Beneficiary’s office to offer consultancy as regards specific questions linked to the developed technical solution.

The development requests generally arise from legislative amendments or after improving the functioning of business processes. The Beneficiary found that, usually, the changes made have an immediate impact on the use of other components as well. When a change is made in the system, its result is only part of what needs to be followed as it is necessary to conduct regular operations in order to maintain and check the accuracy of the data in the entire system. For efficient software development operations and consultancy services aimed at maintaining consolidated information in the system, the technical team of the contracted Company shall know in detail how the entire system works and have all the necessary resources to respond to a request with very short or medium deadlines. At the same time, it should have the ability to understand and see the impact of any changes proposed by the Beneficiary, or which are necessary in order to ensure the continuous functioning of the system and to intervene correctly whenever necessary.

Additional services include the services needed to make changes in the system, or in its parameters, because of changing the business logic, modifying or introducing new functionalities into the system. The additional services result in a new version of the application, adapted to the requirements of the Beneficiary, and involves the activity of analysts and developers. Examples: change the calculation formulas, create new or change the existing fields, change the work interfaces.

1. **MANAGEMENT ARRANGEMENTS**

UNFPA Moldova Country Office will contract a selected Companies specialized in rendering IT services, residents of the Republic of Moldova (or having permanent branches on the Moldovan territory) with at least five-year work experience in the industry may embark in the competition. It is preferable the Bidder to have experience in developing and implementing complex solutions intended for CPAs and LPAs in line with e-Government initiatives in the Republic of Moldova.

Interested legal entities shall submit their technical and financial proposals that contain:

* Detailed description of the enterprise (work experience, human resources, industry-related managerial and technical capacities, etc.);
* Copies of registration documents;
* Certificate confirming, they have incurred no debts towards the State Budget;
* Company portfolio presenting similar implemented projects;
* References from Company Beneficiaries for the last four years;
* CVs of key staff involved in the Project;
* Description of non-key staff involved in the Project;
* Brief description of similar IT solutions;
* Detailed technical proposal, including the restrictions imposed on hardware operation, estimation of activities and their duration;
* Methodology to ensure the warranty, maintenance and support services (including the owned facilities);
* Detailed financial proposal;
* Other relevant documents.

All discussions with the National Bureau of Statistics representatives shall be held in Romanian. All documentation related to training and technical support shall be prepared in Romanian. All staff members engaged in the Project, who interact directly with the National Bureau of Statistics representatives, must be fluent in Romanian.

The Provider shall disclose in the technical proposal summary data on the staff members engaged in the Project and their qualification. It is advisable to engage qualified staff with work experience in developing and implementing IT Systems of similar complexity for Moldovan CPAs.

Explicitly, people employed in the following key functions shall be introduced:

* Project Manager;
* System Architect/Business Analyst;
* Developer/DB Administrator;
* Software Developer/Integration Expert;
* Software Developer/DevOps Expert;
* Software Tester;
* Trainer.

The CVs of people suggested for the positions must be submitted, keeping in mind that the Team Members’ experience shall include:

**1. Project Manager**

Master in IT or other relevant areas (for studies in line with Bologna Process) or licensed in IT or other relevant areas (for studies in line with pre-Bologna Process) with the following work experience:

* at least five years of work experience in software development;
* at least five years of proved work experience in managing projects of similar complexity (preferable for government sector), using the suggested Project Management Methodology in at least two similar projects implemented over the last three years;
* knowledge of software life-cycle;
* relevant work experience in business process analysis;
* good command of Romanian and English;
* holding internationally recognized certification in Project Management area is an advantage;

**2. System Architect/Business Analyst**

Licensed in IT or other areas with the following work experience:

* at least five years of work experience as System Architect/Business Analyst proved by the engagement in project implementation in a similar position, dealing with designing/ developing/implementing IT Systems of similar complexity;
* work experience acquired in using modern IT System design methodologies and approaches and applying ICT standards and initiatives specific for the government sector of the Republic of Moldova;
* work experience in implementing at least two similar projects over the last three years;
* work experience in modular testing, continuous integration, DevOps;
* certification in software design;
* knowledge of software life-cycle (for example: TOGAF 9, CTA, etc.) is a sound advantage;
* good command of Romanian or Russian.

**3. Developer/DB Administrator**

Licensed in IT or other areas with the following work experience:

* at least five years of work experience in software development in the position of Developer/DB Administrator, using the technologies suggested for the Informational System “Population and Migration Statistics” development and operation;
* work experience in implementing at least two similar projects over the last three years;
* proved work experience in DB design, development and optimization;
* work experience in modular testing, continuous integration, DevOps;
* holding recognized certification in the technology suggested for the Informational System “Population and Migration Statistics” is a sound advantage;
* good command of Romanian or Russian.

**4. Software Developer/Integration Expert**

Licensed in IT or other areas with the following work experience:

* at least three years of work experience in the IT System development on the basis of technologies suggested for the Informational System “Population and Migration Statistics”;
* work experience in implementing at least two similar projects over the last three years;
* work experience in modular testing;
* proved work experience in software integration, design and development, API using SOAP/REST;
* holding recognized certification in the technology suggested for the Informational System “Population and Migration Statistics” is a sound advantage;
* good command of Romanian or Russian.

**5. Software Developer/DevOps Expert**

Licensed in IT or other areas with the following work experience:

* at least three years of work experience in the development of IT Systems on the basis of technologies suggested for the Informational System “Population and Migration Statistics”;
* work experience in the implementation of at least two similar projects over the last three years;
* advanced work experience modular testing, continuous integration, DevOps;
* holding recognized certification in the technology suggested for the Informational System “Population and Migration Statistics” is a sound advantage;
* good command of Romanian or Russian.

**6. Software Tester**

Licensed in IT or other areas with the following work experience:

* at least three years of work experience in testing software of similar complexity with the Informational System “Population and Migration Statistics”;
* proved work experience in IT System functional testing;
* proved work experience in testing the IT System performance and load;
* proved work experience in automating software testing processes;
* certification in Quality Assurance (for example: ISTQB) or related to the IT solution suggested for the development and operation of the Informational System “Population and Migration Statistics” is a sound advantage;
* good command of Romanian or Russian.

**7. Trainer**

Licensed in IT or other areas with the following work experience:

* proved work experience in conducting training sessions for Users with different IT System roles in at least two similar projects;
* proved work experience in writing technical documentation, IT System Users’ Guides and training materials;
* work experience in conducting training online;
* good command of Romanian or Russian.
* The other Project Team members (non-key staff) shall have competences/skills in the following areas:
* developing/implementing WEB IT solutions;
* DB designing and administration;
* designing/ developing/integrating interfaces intended for data exchange with external IT systems;
* quality assurance, including work experience in automating the testing process;
* Users’ training skills.

1. **TIMING (DURATION OF WORK)**

Assignment will be conducted during **12 months** **from the date the Contract enters into force.** Deliverables are expected to be submitted in accordance with the provisions of p. IV. “DELIVERABLES AND TIMEFRAME” of the present Terms of Reference.

1. **PAYMENT CONDITIONS**

Contracted Company will be paid a fixed lump sum for the provision of services and payment will be made in four installments as follows:

* 1st installment – 20 % - upon submission and approval by the UNFPA of deliverables of milestone 1 and 2.
* 2nd installment – 50 % - upon submission and approval by the UNFPA of deliverables of milestone # 3 and 4 upon certification by the UNFPA Moldova Country Office of satisfactory completion of the tasks and successful performance.
* 3rd installment – 20 % - upon submission and approval by the UNFPA of deliverables of milestone # 5 and 6 upon certification by the UNFPA Moldova Country Office of satisfactory completion of the tasks and successful performance.
* 4th installment – 10 % - upon submission and approval by the UNFPA of deliverables of milestone # 7 upon certification by the UNFPA Moldova Country Office of satisfactory completion of the tasks and successful performance.

1. **BIDDERS CONFERENCE**

UNFPA Moldova CO will organize a **bid conference** to provide clarification regarding this Request for Proposal **on Thursday, 22 July 2021, 10:00 Moldova local time**. The bid conference will be organized **online via ZOOM video-conferencing**. Any interested bidders who would like to join this conference, please contact **Ms. Luminita Arama, UNFPA Administrative/Finance Associate** at email: [**arama@unfpa.org**](mailto:arama@unfpa.org)before **21 July 2021, 16:30 Moldova local time**. Zoom link will be shared only with interested bidders who confirmed their participation.

# Section II – Annex A: Instructions for Preparing Technical Bid

The Technical Bid should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

1. Brief description of the firm and the firm’s qualifications: providing information that will facilitate our evaluation of your firm/institution’s substantive reliability, such as catalogues of the firm, and financial and managerial capacity to provide the services.
2. Your firms’ understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.
3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each. An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure should support your Bid.
5. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.
6. Detailed description of your proposed deliverables.
7. Detailed project plan (Gantt chart) showing the required resources and support from your firm as well as from UNFPA.
8. Detailed description of the technical specifications of your Bid.
9. A list of tasks which are out-of-scope versus in-scope.
10. Why you would be qualified for this project (Similar reference deliverables, ideally with live examples).
11. UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.
12. Copies of current certificates such as GMP/quality, FSC/CPP, manufacturer’s ISO certificate for any product, manufacturer’s CE certificate, USA 510k, Japan QS standard, etc. as and if applicable
13. All standard forms as explained under clause Section I: Instructions to Bidders, clause 17

Bidder(s) should not include any information or indications related to their Financial Bid in their Technical Bid. Such action will definitely lead to disqualification of entire Bid.

# Section III: General Conditions of Contract

UNFPA’s General Conditions of Contract are available through the links below as well as attached as a separate PDF document in this RFP.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| [Provision of Services](http://www.unfpa.org/resources/unfpa-general-conditions-services) | For contract/PO values equivalent or over USD 100,000 covering services | [English](https://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20Services%20EN.pdf) | [French](https://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20Services%20FR_0.pdf) | [Spanish](https://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20Services%20SP_0.pdf) |

# Section IV: UNFPA Special Conditions of Contract

|  |  |
| --- | --- |
| **CONTRACT RATES** | The rates charged for the services performed shall not be adjustable. |
| **WARRANTY** | Details on warranty services required are included in the TOR. |
| **GOODS AND SERVICES DEFINED** | Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products the successful Bidder is required to supply under the contract.  Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the contract. |
| **KEY PERFORMANCE INDICATORS** | Successful Bidder’s performance will be monitored and evaluated by UNFPA on a half-yearly basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:  **Goods:**   * Adherence to specifications, including quality and quantity * Overall communication and responsiveness, e.g.,   + Timely acknowledgement and processing of queries, RFQ, PO   + Proactively updating delivery information with UNFPA, including UNFPA’s order tracking system (ETD, ETA, ATD, ATA, inspection dates etc.).   + In case of delivery delay, proactively communicating with buyers on mitigation measures   **Services:**   * Expected output achieved * Satisfactory level of quality and technical competence * Effective and timely communication and professionalism   **Goods and Services:**   * Timely delivery of goods and services based on client requirements * Satisfactory level of quality, technical competence, and management of post-delivery issues (if applicable) * Effective and timely communication and documents handling * Adherence to contractual agreement (Purchase Order, contract, LTA terms and conditions)   Key performance indicators may be modified and/or added during the validity of this contract. |
| **PAYMENT TERMS** | UNFPA’s policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.  UNFPA’s policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-governmental organization or a government or other entity, specifies in the Bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement in such cases.  Any request for an advance payment is to be justified and documented, and must be submitted with the Financial Bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded Bidder. |
| **REPORTING** | In addition of any already described condition, for contracts with an annual value greater than USD 200,000, suppliers must provide annual internal control attestation reports prepared by independent auditors based on recognized standards, such as the International Standard on Assurance Engagements (ISAE) 3402, Assurance Reports on Controls at a Service Organization, or the Statement on Standards for Attestation Engagements (SSAE) 16, Reporting on Controls at a Service Organization, to give UNFPA reasonable assurance on the adequacy of the design and operating effectiveness of the controls in place over the services provided to UNFPA.  If the services provided to UNFPA are in turn subcontracted by the service provider, attestation reports should also be obtained for the concerned subcontractors. |
| **LIQUATED DAMAGES** | In the event of a Contract being issued and in case the Vendor fails to deliver/perform the services in accordance to the milestones stipulated in the Contract and/or Purchase Order, UNFPA reserves the rights to claim liquidated damages from the Vendor and deduct 1% of the value of the services pursuant to the Purchase Order per additional week of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Contract or Purchase Order. |

# Section V: Supplier Qualification RequirementS

1. **Legal and regulatory requirements**
   1. This will be judged based on the bid confirmation form submitted by the Bidders. Special consideration will be given to the Bids not suggesting any alternative or suggesting alternatives that are fully acceptable to UNFPA. Bids should clearly indicate where the Bidder does not accept, the reason(s) for the non-acceptance, and the alternative provision, for each of the terms of the RFP as well as the UNFPA General Conditions of Contracts: Provision of Services. (For this, use Section VI – Annex B: Bid Submission Form)
2. **Legal status of the Bidder**
   1. Technical Proposals from the Bidders should provide evidence that the Bidder is established as a company and legally incorporated in the Republic of Moldova; e.g. through provision of certification of incorporation or other evidence (this is not required for companies already registered in national, regional or international Stock Exchanges. However, evidence on such registrations should be provided)
   2. Copy of valid manufacturing license from the country of manufacturing and/or a copy of company registration in the country of operation demonstrating that is duly authorized to supply these goods/services to the country of destination
   3. In the case of a Bidder not doing business within the country of destination, the Bidder is or will be represented by an agent in the country that is equipped and able to carry out the supplier’s maintenance, training, repair and spare parts-stocking obligations prescribed in the Section I: Instructions to Bidders and Section II: TERMS OF REFERENCE (TOR)
3. **Bidder’s eligibility**
   1. Technical Proposals from the Bidders should provide written confirmation that they are not listed in any of the banned/suspended supplier lists. (Section VI – Annex B: Bid Submission Form)

* Listed as suspended or removed by the United Nations Procurement Division (UNPD);
* Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on United Nations Global Marketplace Vendor ineligibility list posted on the United Nations Global Market Place (UNGM);
* Included on the [UN 1267 list](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
* Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](http://web.worldbank.org/WBSITE/EXTERNAL/OPPORTUNITIES/EXTCORPPROCUREMENT/0,,contentMDK:22030810~pagePK:64147231~piPK:64147158~theSitePK:438017,00.html).

1. **Financial stability**
   1. Financial stability of the Bidders will be judged based on the ratios such as current ratio, quick ratio and debt ratio. Bidders are requested to provide key financial ratios using the table below with their audited financial statements to support the statements. The financial ratios should cover key financial stability ratios over a five-year period, including those mentioned in the table below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Financial Ratio** | **2016** | **2017** | **2018** | **2019** | **2020** |
| Current ratio |  |  |  |  |  |
| Quick ratio |  |  |  |  |  |
| Debt ratio |  |  |  |  |  |

* 1. Evidence that the Bidder has successfully completed at least one similar contract/LTA within the last five years for supply of goods or services as offered.
  2. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback regarding financial stability.

1. **Experience and Technical Capacity**

* Company’s managerial capabilities
* Evidence for quality assurance systems in place
* Bidder must have delivered similar services satisfactorily to UN or similar organizations during the last three years, and the services should have been delivered with no negative performance reports
* References in support of the satisfactory delivery of services specified above
* Data to support that the Bidder has capacity to perform the services that will be issued pursuant to the contract and complete the deliverables within the stipulated delivery period

# Section VI: Bid and Returnable forms

Below find an overview of the attached Bidding and returnable forms required for the RFP.

|  |  |  |  |
| --- | --- | --- | --- |
| Description | | Status | Preferred file for submission |
| Annex A: | Bid Confirmation Form | Mandatory | PDF |
| Annex B: | Bid Submission Form | Mandatory | PDF |
| Annex C: | Bidder Identification Form | Mandatory | PDF |
| Annex D: | Bidder’s Previous Experience | Mandatory | PDF |
| Annex E: | Price Schedule Form | Mandatory | PDF & Excel |
| Annex F: | Joint Venture Partner Information Form | Mandatory | PDF |
| Annex G: | Checklist of Bid Forms | Not Applicable | Not Applicable |

# Section VI – ANNEX A: Bid Confirmation Form

*[Complete this page and return it prior to bid opening]*

|  |  |  |  |
| --- | --- | --- | --- |
| To: | UNFPA *Moldova CO* | Date: |  |
|  | *Luminita Arama* | Email: | [*arama@unfpa.org*](mailto:arama@unfpa.org) |
|  | | | |
| From: | *[Insert Company Name]* | | |
|  | *[Insert Contact person from Company]* | | |
|  | *[Insert Telephone number]* | | |
|  | *Insert E-mail address of contact person]* | | |
|  | *[Insert Postal address of Company]* | | |
|  | | | |
| Subject: | UNFPA/MDA/RFP/2021/004 | | |

|  |  |
| --- | --- |
|  | YES, we intend to submit a bid in response to the above mentioned RFP. |
|  | NO, we are unable to submit a bid in response to the above mentioned RFP due to the following reason(s): |

( ) The requested products and/or services are not within our range of supply.

( ) The requested products are not available at the moment.

( ) We are unable to submit a competitive bid for the requested products/services at the moment.

( ) We cannot meet the requested specifications.

( ) The information provided for bidding purposes is insufficient and unclear

( ) Your RFP document is too complicated

( ) Insufficient time is allocated to prepare an adequate Bid.

( ) We cannot meet the delivery requirements.

( ) We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.):

( ) Our current capacity is overbooked

( ) We are closed during the holiday season

( ) We had to give priority to other clients’ requests

( ) We do not sell directly, but through distributors

( ) We have no after-sales service available in the recipient country

( ) The person handling bid is away from the office

( ) Other (please specify)

|  |  |
| --- | --- |
|  | YES, even though on this occasion we have not submitted a Bid we are definitely interested in future possible RFP’s. |
|  | No, we are not interested in participating in future possible RFP’s, please remove us from your vendor database. |

**If UNFPA should have any questions in regards to this Bid Confirmation Form and would require further clarification on our No Bid decision, UNFPA should contact the following focal person who will be able to assist:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | E-mail: |  |
| Post Title: |  | Telephone |  |

# Section VI – Annex B: Bid Submission Form

Date: [Insert Month, Day, Year]

To: UNFPA Moldova Country Office

E-mail: [tender.mda@unfpa.org](mailto:tender.mda@unfpa.org)

Website: <http://www.unfpa.org>

The undersigned, having read the original RFP documents of UNFPA/MDA/RFP/2021/004 including all Annexes, any subsequent revisions and all answers to the questions received from prospective Bidders posted on United Nations Global Marketplace in full before submitting, hereby offers to provide the services, in accordance with any specifications stated and subject to the terms and conditions set out or specified in the RFP documents.

*Special Note: If Bidder proposes any deviations from the terms and conditions stipulated in the RFP document, such deviations must be included on this form in accordance with the below format. Such deviations should not be indicated within the main body or any other part of the Bid. If the proposed modifications are not acceptable to UNFPA, UNFPA reserves the right to reject the Bid. Strongly discouraging deviations for semantic changes.*

|  |  |  |
| --- | --- | --- |
| Original term/condition per RFP UNFPA/MDA/RFP/2021/004 and the subsequent revisions | Proposed deviation (alternate clause), by the undersigned | Reason for proposing alternate clause |
|  |  |  |

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening in the Request for Proposal, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Bid is accepted, we undertake to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that UNFPA is not bound to accept any Bid it may have received and that a binding contract would result only after final negotiations and award of contract are concluded on the basis of the Technical and Financial Bids.

We confirm that our firm has no conflict of interest in accordance with Section I: Instructions to Bidders clause 2.3, as well as that our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the LTA, have not been declared ineligible by UNFPA, in accordance with Section I: Instructions to Bidders clause 2.4.

|  |  |  |
| --- | --- | --- |
|  | On behalf of Business Authority | On behalf of Legal Authority |
| Signature: |  |  |
| Name: |  |  |
| Title: |  |  |
| Name of Company: |  |  |
| Telephone: |  |  |
| Email: |  |  |

# Section VI – Annex C: Bidder Identification Form

UNFPA/MDA/RFP/2021/004,

|  |  |
| --- | --- |
| 1. **Organizational Information** | |
| Company/Institution Name |  |
| Address, City, Country |  |
| Telephone/FAX |  |
| Website |  |
| Date of establishment |  |
| **Legal Representative**: Name/Surname/Position |  |
| **Legal structure**: natural person/Co. Ltd, NGO/institution/other (specify) |  |
| **Organizational Type**: Manufacturer, Wholesaler, Trader, Service provider, etc. |  |
| Areas of expertise of the organization |  |
| Current Licenses, if any, and permits (with dates, numbers and expiration dates) |  |
| Years supplying to UN organizations |  |
| Years supplying to UNFPA |  |
| Production Capacity |  |
| Subsidiaries (indicate names of subsidiaries and addresses, if relevant to the Bid) |  |
| Commercial Representatives in the country: Name/Address/Phone (for international companies only) |  |

|  |  |
| --- | --- |
| 1. **Quality Assurance Certification** | |
| International Quality Management System (QMS) |  |
| List of other ISO certificates or equivalent certificates |  |
| Presence and characteristics of in-house quality control laboratory (if relevant to Bid) |  |

|  |  |
| --- | --- |
| 1. **Expertise of Staff** | |
| Total number of staff |  |
| Number of staff involved in similar contracts |  |

|  |  |
| --- | --- |
| 1. **Contact details of persons that UNFPA may contact for requests for clarification during Bid evaluation** | |
| Name/Surname |  |
| Telephone Number (direct) |  |
| Email address (direct) |  |
| Be advised that this person must be available during the two weeks following the Bid opening date. | |

|  |  |
| --- | --- |
| Signature and stamp of the Bidder: |  |
| Name: |  |
| Title: |  |
| Name of Company: |  |
| Telephone: |  |
| Email: |  |

# Section VI – Annex D: Bidder’s Previous Experience

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Order No. & Date** | **Description[[4]](#footnote-4)** | **Client** | **Contact person, phone number, email address** | **Date of service** | | **Contract Amount** | **Satisfactory completion** |
| **From** | **To** | **(Currency)** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

Indicate the description of products, services or works provided to their clients.

To be attached: Evidence (client’s letter or certificate) in support of satisfactory completion of above orders.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature and stamp of the Bidder: |  | Countersigned by and stamp of Chartered Accountant |  |
| Name and title: |  | Name and title: |  |
| Name of Company: |  | Name of Company: |  |
| Telephone: |  | Telephone: |  |
| Email: |  | Email: |  |
| Date: |  | Date: |  |

Note: Countersignature by chartered accountant should be included if procurement expenditure is estimated to surpass the USD 100,000 annual threshold

# Section VI – Annex E: Price Schedule Form

1. Submit this document in a separate email from the Technical Bid as indicated in Section I: Instructions to Bidders clause 20 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.
2. All prices/rates Bid must be **exclusive of VAT** and **of all taxes**, since UNFPA is exempt from taxes.
3. The Price Schedule Form must provide a detailed cost breakdown, as shown below. Provide separate figures for each of the steps in Item 1 below; estimates for out of pocket expenses should be listed separately in Item 2 below.
4. UNFPA anticipates awarding the project on a fixed-price basis. To complete an analysis of the Bid, firms are required to submit itemized pricing that identifies the people who will work on the project (including resumes), their billing rates, and the number of hours proposed for the project. Anticipated travel, lodging, and out-of-pocket expensed should be detailed as well.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Description | Number & Description of Staff by Level | Hourly Rate | Hours to be Committed | Total |
| **Milestone 1**: Project Management Plan and Product Backlog (in case of Agile use) finalized and accepted.  Milestone 1 deliverables:   * **Deliverable 1.1**: Kickoff meeting organization and presentation of Project Initiation/Charter document with the vision, implementation approach and project team. * **Deliverable 1.2**: Project Management Plan with Implementation Schedule, Stakeholder Engagement Plan, Change Management Plan, and Risk Management Plan. * **Deliverable 1**.**3**: Informational System “Population and Migration Statistics” Product Backlog (only in case of Agile adoption as a project management approach the Contractor must deliver the Product Backlog.). * **Deliverable 1.4**: List of qualifications and skills required for the Beneficiary’s system administrators to maintain and operate the Informational System “Population and Migration Statistics” and their full-time equivalent (FTE). | | | | | |
| 1. Professional Fees | | | | | |
|  | Expert 1 *(please specify)* |  |  |  |  |
|  | Expert 2 *(please specify)* |  |  |  |  |
|  | Expert 3 *(please specify)* |  |  |  |  |
| *Total Professional Fees* | | | | | $$ |
| 1. Out-of-Pocket expenses | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Out of Pocket Expenses* | | | | | $$ |
| ***Total Milestone 1***  *(Professional Fees + Out of Pocket Expenses)* | | | | | $$ |
| **Milestone 2**: The Development, Testing/Training and Production Environments are configured.  Milestone 2 deliverables:   * **Deliverable 2.1**: Requirements for the hosting infrastructure (development, testing/training, and production environments). * **Deliverable 2.2**: Configured hosting infrastructure (production/failover, development, and testing/training environments), deployment scripts, and documentation. | | | | | |
| 1. Professional Fees | | | | | |
|  | Expert 1 *(please specify)* |  |  |  |  |
|  | Expert 2 *(please specify)* |  |  |  |  |
|  | Expert 3 *(please specify)* |  |  |  |  |
| *Total Professional Fees* | | | | | $$ |
| 1. Out-of-Pocket expenses | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Out of Pocket Expenses* | | | | | $$ |
| ***Total Milestone 2***  *(Professional Fees + Out of Pocket Expenses)* | | | | | $$ |
| **Milestone 3**: The Informational System “Population and Migration Statistics” is iteratively and incrementally designed, developed, and internally tested.  Milestone 3 deliverables:   * **Deliverable 3.1**: Informational System “Population and Migration Statistics” detailed design. * **Deliverable 3.2**: Graphical design for the Informational System “Population and Migration Statistics” public interface. * **Deliverable 3.3**: Report on the improvements added to the Informational System “Population and Migration Statistics” as result of the review done by the Beneficiary and the Purchaser. * **Deliverable 3.4**: Biweekly project management status reports and presentation slides delivered throughout the project implementation period. * **Deliverable 3.5**: Prototypes of the Informational System “Population and Migration Statistics” and a report on improvements made based on the review done by the Beneficiary and Purchaser. * **Deliverable 3.6**: Updated product backlog throughout the Informational System “Population and Migration Statistics” implementation (will be delivered in case of Agile adoption as a project management approach). | | | | | |
| 1. Professional Fees | | | | | |
|  | Expert 1 *(please specify)* |  |  |  |  |
|  | Expert 2 *(please specify)* |  |  |  |  |
|  | Expert 3 *(please specify)* |  |  |  |  |
| *Total Professional Fees* | | | | | $$ |
| 1. Out-of-Pocket expenses | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Out of Pocket Expenses* | | | | | $$ |
| ***Total Milestone 3***  *(Professional Fees + Out of Pocket Expenses)* | | | | | $$ |
| **Milestone 4**: The Informational System “Population and Migration Statistics” data exchange mechanism is implemented.  Milestone 4 deliverables:   * **Deliverable 4.1**: Report and acceptance of interoperability data exchange interfaces. * **Deliverable 4.2**: Documentation of implemented Informational System “Population and Migration Statistics” APIs. | | | | | |
| 1. Professional Fees | | | | | |
|  | Expert 1 *(please specify)* |  |  |  |  |
|  | Expert 2 *(please specify)* |  |  |  |  |
|  | Expert 3 *(please specify)* |  |  |  |  |
| *Total Professional Fees* | | | | | $$ |
| 1. Out-of-Pocket expenses | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Out of Pocket Expenses* | | | | | $$ |
| ***Total Milestone 4***  *(Professional Fees + Out of Pocket Expenses)* | | | | | $$ |
| **Milestone 5**: All relevant data are transformed and migrated to the Informational System “Population and Migration Statistics”.  Milestone 5 deliverables:   * **Deliverable 5.1**: Informational System “Population and Migration Statistics” populated with primary data provided by the National Bureau of Statistics. * **Deliverable 5.2**: ETL (Extract, Transform, Load) mechanism, Data migration plan and scripts. * **Deliverable 5.3**: Data transformation and migration report. | | | | | |
| 1. Professional Fees | | | | | |
|  | Expert 1 *(please specify)* |  |  |  |  |
|  | Expert 2 *(please specify)* |  |  |  |  |
|  | Expert 3 *(please specify)* |  |  |  |  |
| *Total Professional Fees* | | | | | $$ |
| 1. Out-of-Pocket expenses | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Out of Pocket Expenses* | | | | | $$ |
| ***Total Milestone 5***  *(Professional Fees + Out of Pocket Expenses)* | | | | | $$ |
| **Milestone 6**: Trainings and focus groups conducted.  Milestone 6 deliverables:   * **Deliverable 6.1**: Training plan with schedule and training materials, including brief guidelines on how to use the Contractor’s helpdesk system. * **Deliverable 6.2**: Report on conducted trainings for administrators, trainers, and authorized users. * **Deliverable 6.3** Report on focus groups with suggestions to improve the Informational System “Population and Migration Statistics” usability. * **Deliverable 6.4**: Access provided to the Contractor’s helpdesk system. | | | | | |
| 1. Professional Fees | | | | | |
|  | Expert 1 *(please specify)* |  |  |  |  |
|  | Expert 2 *(please specify)* |  |  |  |  |
|  | Expert 3 *(please specify)* |  |  |  |  |
| *Total Professional Fees* | | | | | $$ |
| 1. Out-of-Pocket expenses | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Out of Pocket Expenses* | | | | | $$ |
| ***Total Milestone 6***  *(Professional Fees + Out of Pocket Expenses)* | | | | | $$ |
| **Milestone 7**: Informational System “Population and Migration Statistics” is finalized and accepted. Stabilization period finalized.  Milestone 7 deliverables:   * **Deliverable 7.1**: Final updated detailed design, technical and user documentation. * **Deliverable 7.2**: User Acceptance Test Cases. * **Deliverable 7.3**: Report on conducted change management and outreach activities. * **Deliverable 7.4**: Business Continuity Plan, Disaster Recovery Plan, Backup Plan, and other information security procedures for the Informational System “Population and Migration Statistics” operation. * **Deliverable 7.5**: Report on corrected shortcomings and updated technical and user documentation, including updated source code of the Informational System “Population and Migration Statistics” during the stabilization period. * **Deliverable 7.6**: Means to support the outreach activities (instructional videos, presentations, etc.). * **Deliverable 7.7**: User Acceptance Test report. * **Deliverable 7.8**: Informational System “Population and Migration Statistics” complete documented source code and final detailed design. * **Deliverable 7.9**: Minutes for the handover of the Informational System “Population and Migration Statistics” System to the Beneficiary. | | | | | |
| 1. Professional Fees | | | | | |
|  | Expert 1 *(please specify)* |  |  |  |  |
|  | Expert 2 *(please specify)* |  |  |  |  |
|  | Expert 3 *(please specify)* |  |  |  |  |
| *Total Professional Fees* | | | | | $$ |
| 1. Out-of-Pocket expenses | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Out of Pocket Expenses* | | | | | $$ |
| ***Total Milestone 7***  *(Professional Fees + Out of Pocket Expenses)* | | | | | $$ |
| **Milestone 8**: Post-implementation support and maintenance after the final user acceptance and delivery period.  Milestone 8 deliverables:   * **Deliverable 8.1**: Monthly reports on support and maintenance, including the number of helpdesk requests and maintenance as well as support indicators according to the SLA requirements. * **Deliverable 8.2**: Report on corrected shortcomings and updated technical and user documentation, including the Informational System “Population and Migration Statistics” updated source code. | | | | | |
| 1. Professional Fees | | | | | |
|  | Expert 1 *(please specify)* |  |  |  |  |
|  | Expert 2 *(please specify)* |  |  |  |  |
|  | Expert 3 *(please specify)* |  |  |  |  |
| *Total Professional Fees* | | | | | $$ |
| 1. Out-of-Pocket expenses | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Out of Pocket Expenses* | | | | | $$ |
| ***Total Milestone 8***  *(Professional Fees + Out of Pocket Expenses)* | | | | | $$ |
| ***Total Contract Price***  *(Professional Fees + Out of Pocket Expenses)* | | | | | $$ |

|  |  |
| --- | --- |
| Signature and stamp of the Bidder: |  |
| Name: |  |
| Title: |  |
| Name of Company: |  |
| Telephone: |  |
| Email: |  |

# Section VI – Annex F: Joint Venture Partner information form

*Please fill in this Form in accordance with the instructions below.*

Date: *[insert date (as month, day, and year) of Bid Submission*]

UNFPA/MDA/RFP/2021/004

Page \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Legal Name: *[Insert Bidder’s legal name]* |
| 2. Joint Venture (JV) Party Legal Name: *[Insert JV’s Party legal name]* |
| 3. JV’s party country of registration: *[Insert JV’s Party country of registration]* |
| 4. JV’s party year of registration: *[Insert JV’s Part year of registration]* |
| 5. JV’s party legal address in country of registration: *[Insert JV’s Party legal address in country of registration]* |
| 6. JV’s party authorized representative information  Name: *[Insert name of JV’s Party authorized representative]*  Address: *[Insert address of JV’s Party authorized representative]*  Telephone/Fax numbers: *[Insert telephone/fax numbers of JV’s Party authorized representative]*  Email Address: *[Insert email address of JV’s Party authorized representative]* |
| 7. Attached are copies of original documents of:*[Check the box(es) of the attached original documents]*  Articles of Incorporation or Registration of firm named in 2, above, in accordance with Section I: Instructions to Bidders clause 2: Eligible Bidders.  JV Agreement, or letter of intent to enter into such an agreement, signed by the legally-authorized signatories of all the parties |

# Section VI – Annex G: Checklist of Bid Forms

The following checklist is provided as a courtesy to Bidders. Please use this checklist while preparing the Bid to ensure that your Bid contains all required information. This checklist is for the Bidder’s internal reference and does *not* need to be submitted with the Bid.

|  |  |  |  |
| --- | --- | --- | --- |
| **ACTIVITY** | **LOCATION** | **YES/NO/**  **N/A** | **REMARKS** |
| Have you read and understood all of the Instructions to Bidders in Section I of the Bidding documents? | Section I: Instructions to Bidders |  |  |
| Have you reviewed and agreed to the UNFPA General Conditions of Contracts? | Section III: General Conditions of Contract |  |  |
| Have you reviewed and agreed to the UNFPA Special Conditions for Contracts? | Section IV: UNFPA Special ConditionS of Contract |  |  |
| Have you completed the Bid Submission Form? | Section VI – Annex B: Bid Submission Form |  |  |
| Have you completed the Bidder’s Identification Form? | Section VI – Annex C: Bidder Identification Form |  |  |
| Have you completed the Bidder’s Previous Experience Form? | Section VI – Annex D: Bidder’s Previous Experience |  |  |
| Have you completed and signed the Price Schedule Form? | Section VI – Annex E: Price Schedule Form |  |  |
| Have you completed the Joint Venture Partner Information Form? | Section VI – Annex F: Joint Venture Partner information form |  |  |
| Have you reviewed all of the relevant Contract form(s)? | Section VII: Contractual forms |  |  |
| Have you prepared a copy of your company’s registration in the country of operation? | Section V: Supplier Qualification RequirementS |  |  |
| Have you prepared a copy of the previous year’s audited Company Balance Sheet and Financial Statements? | Section I: Instructions to Bidders, clause 12  &  Section V: Supplier Qualification RequirementS |  |  |
| Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group? | Section VI – Annex B: Bid Submission Form  &  Section I: Instructions to Bidders clause 2.4 |  |  |
| Have you provided copies of current certificates such as GMP/Quality, FSC/CPP, manufacturer’s ISO certificate for the product, manufacturer’s CE certificate, USA510k, Japan QS standard, etc.? | Section II – Annex B: Instructions for Preparing Technical Bid |  |  |
| Have you provided a copy of any of your company’s environmental or social policies, and any related documentation? | Section I: Instructions to Bidders, clause 39 |  |  |
| Have you reviewed the UN Global Compact requirements? | Section I: Instructions to Bidders, clause 39 |  |  |
| Have you sealed and marked the Bids according to Instructions to Bidders clause 20.3 (electronic Bids) | Section I: Instructions to Bidders, clause 20.3 |  |  |
| If submitted electronically through email, is the file size of the Bid less than 8MB? (If the file size is above 8 MB, refer to Instructions to Bidders clause 20.3.3) | Section I: Instructions to Bidders, clause 20.3.3 |  |  |
| Have you noted the Bid closing deadline? | Invitation letter Number 4 |  |  |
| Have you provided information on Supplier Qualification Requirements? | Section V: Supplier Qualification RequirementS  &  Section VI – Annex B: Bid Submission Form |  |  |
| Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods/services? | Section V: Supplier Qualification RequirementS |  |  |
| Have you provided sufficient documentation of your company's ability to undertake the services, i.e.,   * List of similar contracts/LTAs executed for other clients including contact details. * Evidence that the Bidder possesses experience in the geographical area. * At least three years of experience in performing similar contracts/Long Terms Agreements | Section VI – Annex D: Bidder’s Previous Experience  &  Section V: Supplier Qualification RequirementS |  |  |
| Have you provided sufficient documentation of your company’s managerial capability?   * Details of company’s managerial structure. * Quality assurance systems in place. | Section VI – Annex C: Bidder Identification Form |  |  |
| Have you supplied clients’ certificates in support of the satisfactory operation of the goods/services as specified above? | Section VI – Annex D: Bidder’s Previous Experience |  |  |
| Have you checked Section I: Instructions to Bidders, clauses, 17 & 18 and provided all requested documentation in the correct formats? | Section I: Instructions to Bidders, clauses 17 & 18 |  |  |

# Section VII: Contractual forms

Below find an overview of the attached contractual forms for this RFP.

|  |  |  |  |
| --- | --- | --- | --- |
| Description | | Status | Preferred file for submission |
| Annex A: | Template of Contract for Professional Services | Mandatory | PDF |
| Annex B: | Bank Guarantee for Advance Payment | Not Applicable | PDF |
| Annex C: | Performance Security | Not Applicable | PDF |

# Section VII – Annex A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES

CONTRACT Nº UNFPA/CCC/PSC/YY/NNN

BETWEEN THE

UNITED NATIONS POPULATION FUND

AND

[Insert name of Contractor]

FOR THE PROVISION OF [DESCRIBE SERVICES]

This Contract is entered into between the United Nations Population Fund, a subsidiary organ of the General Assembly of the United Nations (“UN”) in terms of Article 22 of the UN Charter, with its Headquarters at 605 Third Avenue, New York, NY 10158, USA (the “UNFPA”) and [Name of Contractor], a [type of entity] organized under the laws of [country], with its registered office at [address] (the “Contractor”). UNFPA and the Contractor are collectively referred to herein as the “Parties” and each individually as a “Party”.

**WITNESSETH**

**WHEREAS**, UNFPA wishes to engage the Contractor in order to provide [description of services] as specified in the Terms of reference (the “TOR”) attached as Annex B (the “Services”) in accordance with the terms and conditions set forth in this Contract;

**WHEREAS**, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, able and willing to undertake and provide the Services in accordance with the terms and conditions set forth in this Contract;

**NOW, THEREFORE,** in consideration of their mutual covenants herein contained, the Parties agree as follows:

**ARTICLE 1**

**CONTRACT DOCUMENTS**

* 1. This document together with the Annexes attached hereto and referred to below, all of which are incorporated herein and made a part hereof, constitute the entire contract between UNFPA and the Contractor for the provision of the Services (the “Contract”).

|  |  |
| --- | --- |
| Annex A: | UNFPA General Conditions of Contract: Contracts for the Provision of Services (the “UNFPA General Conditions”); |
| Annex B: | Terms of reference, [and] |
| [Annex C:] | [Any other document that may be required *– delete if not applicable*]. |

* 1. The Contract documents are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:

|  |  |
| --- | --- |
| 1.2.1 | First, this document; |
| 1.2.2 | Second, Annex A; |
| 1.2.3 | Third, Annex B, [and] |
| 1.2.4 | [Fourth, Annex C *– delete is not applicable*] |

* 1. This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all contemporaneous or prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject.

|  |
| --- |
| ***Note to UNFPA user:*** *If reference to the solicitation documents in the Contract is desired, please add the following paragraph 1.4 and complete it as necessary. Otherwise, please delete paragraph 1.4 entirely.* |

* 1. The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations: (a) [e.g. the CONTRACTOR’s technical proposal dated] and (b) [e.g. the CONTRACTOR’s financial proposal dated [date] in response to (c) bid document UNFPA/[ ]]. The documents referred to in this Article 1.4 are not attached hereto but are known to, and in the possession of, the Parties.

**ARTICLE 2**

**COMMENCEMENT DATE; CONTRACT TERM**

* 1. This Contract shall enter into force on the date of the last signature affixed by the Parties (the “Commencement Date”).
  2. This Contract shall remain in force for [insert number in figures and in words] years, starting from the Commencement Date (the “Contract Term”), unless terminated by either Party in accordance with Article 13 of the UNFPA General Conditions of Contract.

**ARTICLE 3**

**OBLIGATIONS OF THE CONTRACTOR**

* 1. The Contractor shall perform the Services as specified in Annex B with due diligence and efficiency and in accordance with this Contract.

|  |
| --- |
| ***Note to UNFPA user:*** *If a deliverables schedule is desired, please add the sentence below and complete the deliverables schedule as necessary. If a deliverables schedule is not necessary, please delete below sentence and deliverables schedule accordingly.* |

The Contractor shall submit to UNFPA the deliverables according to the following schedule:

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverables** | **Deadline** | **Responsibilities of UNFPA** | **ResponsIbilities of the Contractor** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

* 1. Unless otherwise provided for in this Contract the Contractor shall furnish all technical and administrative support, human resources, materials and equipment necessary to ensure the timely and satisfactory performance of the Services.
  2. 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 and email to the address specified in Article 8.2 of this Contract.
  3. The Contractor represents and warrants the accuracy of any information or data provided to UNFPA 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.
  4. The Contractor will maintain, within the Contract Term, detailed financial records, which clearly identify all funds received from UNFPA and expended by the Contractor for the implementation of the Contract. The Contractor is also required to ensure that adequate systems of internal control are put in place to ensure the financial management of this Contract is conducted with the required level of due diligence.

**ARTICLE 4**

**PAYMENT AND FEE**

* 1. In full consideration for the complete, satisfactory, and timely performance of the Services under this Contract, UNFPA shall pay the Contractor the fee of [Insert currency & amount in figures and in words] (the “Fee”).

|  |
| --- |
| ***Note to UNFPA user:*** *If a payment schedule is desired, pls. add* *sentence below and complete the payment schedule as necessary. If a payment schedule is not necessary, pls. delete below sentence and payment schedule.* |

The Fee will be paid to the Contractor according to the following payment schedule:

|  |  |  |
| --- | --- | --- |
| **PAYMENT DUE DATE** | **PAYMENT AMOUNT** | **BALANCE** |
|  |  |  |
|  |  |  |
|  |  |  |

* 1. The Fee shall be inclusive of all applicable cost of material, professional charges, allowances, travel related costs and any other miscellaneous expenses applicable.
  2. The Fee shall not be 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. Payments effected by UNFPA to the Contractor shall not be deemed to relieve the Contractor of its obligations under this Contract nor as an acceptance of UNFPA of the Contractor’s performance of the Services.
  4. UNFPA shall make payments to the Contractor under this Contract within thirty (30) days after the UNFPA's receipt of the Contractor's invoice(s) and complete set of supporting documentation where applicable. The Contractor shall forward the original invoice(s) to the address specified in Article 8.2 of this Contract. Payments shall be subject to satisfactory completion of the deliverables stipulated under Article 3 of this Contract and acceptance by UNFPA of the deliverables and invoice(s) submitted by the Contractor.

Payments by UNFPA shall be made to the Contractor’s following bank account:

|  |  |
| --- | --- |
| Account name: |  |
| Bank Address: |  |
| Acct Number: |  |
| ABA Number: |  |
| BIC (Swift address): |  |

**ARTICLE 5**

**SPECIAL CONDITIONS**

|  |
| --- |
| ***Note to UNFPA user****: Enter ONLY one of the two following options. Please assure to delete the option which was not used as well as the text boxes accordingly.* |

|  |
| --- |
| *Utilize this option in case that special conditions have been negotiated amongst the parties to the General Conditions of Contract: Contracts for the provision of services or in the case that the Contractor insist on including any other special provisions:* |

* 1. The Parties agree that [Insert article] of the UNFPA General Conditions shall be amended to read as follows: [Insert wording of amended article].
  2. The Parties agree (…).]

|  |
| --- |
| *Utilize this wording option if no special conditions apply:* |

* 1. No special conditions shall apply.

|  |
| --- |
| ***Note to UNFPA user****: If travel is required to be carried out by the Contractor in order to fulfil the terms of reference of this contract, please include the below article 6 associated with security requirements linked with travel. Should the contract not require for the Contractor to travel, please delete the entire article. Please assure that in case of deleting that the correct numbering of articles and subsequent paragraphs is guaranteed.* |

**ARTICLE 6**

**SECURITY**

* 1. The Contractor shall be fully responsible for the safety and security of its personnel and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its personnel (as this term is referred to in Article 2 of the General Conditions).
  2. The Contractor shall:
     1. Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;
     2. Assume all risks and liabilities related to the Contractor’s security, assets entrusted to it by UNFPA and the full implementation of its own security plan.
  3. The Contractor and its personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA’s assets, equipment and supplies, or as required to perform the Services under this Contract.
  4. UNFPA may lend reasonable assistance, when possible and to the extent feasible, to the Contractor and its personnel. Any travel or financial assistance provided shall be on a space-available and reimbursable basis.
  5. UNFPA may, at its sole discretion, consent to the inclusion of the Contractor and its personnel in the UNFPA security plan to the extent that it applies within the country where the Services are being provided on the same terms that are offered to implementing partners of UNFPA.  Notwithstanding this provision, the Contractor acknowledges and agrees that the UNFPA shall have no obligation to evacuate personnel from the country where the Services are being provided in case of emergency or due to security developments.
  6. Notwithstanding the foregoing, the Contractor acknowledges and agrees that the UNFPA shall not be liable to the Contractor, or its personnel, in connection with the provision, or failure to provide, any security assistance pursuant to this Article 6.1, or otherwise, and the Contractor shall indemnify, defend, hold and save harmless the UNFPA  and its officials, employees and agents from and against any claim or liability of any nature arising in respect of any safety or security related incident, including without limitation, the death, injury or illness of any personnel, or the loss, damage, destruction, sabotage or theft of any assets, equipment or supplies in the custody of the Contractor or its personnel.  The foregoing indemnity is without prejudice to any other indemnity provided by the Contractor, or any other rights or remedies of the UNFPA, under this Contract.
  7. Upon the Contractor’s request, UNFPA may provide security advisory information to the Contractor.

**ARTICLE 7**

**REVIEW; IMPROPER PERFORMANCE**

* 1. UNFPA reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the Contract Term. UNFPA shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by UNFPA, at no cost or expense to UNFPA.
  2. If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UNFPA’s other rights and remedies under this Contract or otherwise, UNFPA shall have the following options, to be exercised in its sole discretion:
  3. If UNFPA determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UNFPA may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to the UNFPA, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [insert number in figures and in words] days after receipt of the written request from UNFPA or within such shorter period as UNFPA may have specified in the written request if emergency conditions so require, as determined by UNFPA in its sole discretion.
  4. If the Contractor does not promptly take corrective measures or if UNFPA reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UNFPA may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor.
  5. If UNFPA, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNFPA, at UNFPA’s sole discretion, may terminate the Contract in accordance with Articles 13.1 or 13.2 (second sentence) of the UNFPA General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.
  6. Neither review nor inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

**ARTICLE 8**

**MISCELLANEOUS**

* 1. No terms or provisions of this Contract will be deemed waived and no breach excused, unless such waiver or excuse is in writing and signed by the Parties giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, excuse or waiver of any other subsequent breach. Any notice, request or approval required or permitted to be given or made under the Contract shall be made in writing in the English language. Such notice, request or approval, shall be deemed to be duly given or made when it shall have been delivered by either (i) personal delivery against receipt, (ii) recognized overnight delivery service, (iii) postage prepaid, return receipt requested certified mail, or (iv) email, addressed to the party or parties for whom intended at the addresses shown below or such other addresses as intended recipient previously shall have designated by written notice previously given pursuant to the Contract.

For UNFPA:

|  |  |  |  |
| --- | --- | --- | --- |
| **Contractual Matters** | | **Technical / operational Matters:** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Branch/Division: |  | Branch/Division: |  |
| UNFPA, Address |  | UNFPA, Address |  |
| Tel: |  | Tel: |  |
| Email: |  | Email: |  |

For the Contractor:

|  |  |  |  |
| --- | --- | --- | --- |
| **Contractual Matters** | | **Technical / operational Matters:** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Contractor name: |  | Contractor name: |  |
| Address: |  | Address: |  |
| Tel: |  | Tel: |  |
| Email: |  | Email: |  |

* 1. If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
  2. Neither the Contractor nor any of its personnel (as this term is referred to in Article 2 of the General Conditions) shall engage in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices (“Proscribed Practices”). In the event of any Proscribed Practice, in addition to any other rights or remedies available to UNFPA under this Contract, the Contractor may, inter alia, be declared ineligible to continue business with UNFPA.
  3. For purposes of this Contract, the following shall apply:
     1. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;
     2. “Fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
     3. “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
     4. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
     5. “Obstructive practice” means any act or omission intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption;
     6. “Unethical practice” means any conduct or behaviour that is contrary to staff or supplier codes of conduct, such as those relating to conflict of interest, gifts and hospitality, post-employment provisions, abuse of authority and harassment.
  4. UNFPA has adopted a zero tolerance policy on gifts and hospitality. The Contractor acknowledges that UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or any other forms of gifts, hospitality, benefits or discounts. The Contractor shall not offer any forms of gifts, hospitality, benefits or discounts to UNFPA personnel.
  5. The Contractor acknowledges that the following vendors are considered ineligible for the award of any contract by UNFPA:
     1. Vendors suspended or removed from the UN Procurement Division vendors’ list;
     2. Vendors declared ineligible by any UN organization;
     3. Vendors included on the World Bank’s listing of ineligible firms;
     4. Vendors included on the list maintained pursuant to the UN Security Council resolution 1267.
  6. During the validity of this Contract, the Contractor shall inform UNFPA promptly and without delay by written notice if it or any of its principal officers have been included in any of the lists or listings referred to in Article 8.7 or if it or any of its principal officers have otherwise been declared ineligible for the award of any contract by any UN organization. Failure to fulfill this requirement will be considered as a breach of this Contract that entitles UNFPA to terminate this Contract forthwith.
  7. By signing this Contract, the Contractor agrees that UNFPA is free to disclose this Contract to other UN agencies.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have signed this Contract on the dates set forth below:

|  |  |  |  |
| --- | --- | --- | --- |
| **For UNFPA** | | **For [Contractor]** | |
|  | |  | |
| Signature | | Signature | |
| Name: |  | Name: |  |
| Title |  | Title |  |
| Date: |  | Date: |  |

*(N.B. Each page of the contract is to be initialed)*

**ANNEX A**

UNFPA GENERAL CONDITIONS OF CONTRACT: CONTRACTS FOR THE PROVISION OF SERVICES

1. <http://www.timeanddate.com/worldclock/city.html?n=69> [↑](#footnote-ref-1)
2. <http://www.timeanddate.com/worldclock/city.html?n=69> [↑](#footnote-ref-2)
3. <http://www.timeanddate.com/worldclock/city.html?n=69> [↑](#footnote-ref-3)
4. Please indicate relevant contracts to the one requested in the RFP. [↑](#footnote-ref-4)