

Request for Proposal (RFP)

Ref. no. 2009-07-072

Date: 6 July 2009

Dear Sir/Madam,

Subject: RFP for the provision of services for elaboration of eight sector booklets through gender lens.

1. You are requested to submit a proposal for services on **elaboration of eight sector booklets through gender lens**, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule/Financial Proposal (Annex V)
3. Your offer comprising of technical proposal and price schedule/financial proposal, in separate sealed envelopes, marked with **“RFP: Services for elaboration of sector booklets through gender lens/UNIFEM”** should reach the UNDP office no later than **20 July 2009, 17:00, local time**.

Offers can be submitted either in hard copy only.

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

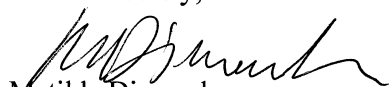
**UNDP Moldova,
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: Registry Office/Procurement**

Offers shall be clearly marked with **“RFP: Services for elaboration of sector booklets through gender lens/UNIFEM”**

Contact person for clarifications: Alexandru Osadci, Programme Manager (alexandru.osadci@unifem.org)

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

Yours sincerely,



Matilda Dimovska,
Deputy Resident Representative

Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposal (RFP) is to solicit proposals from the qualified companies for **developing of eight sector booklets through gender lens on the basis of the National Policy on Gender Equality thematic group analysis, draft of National Policy on Gender Equality and affiliated Action Plan**. The assignment will be performed according to the TOR (ANNEX III). The Contract will be awarded to the Company with the best proposal, i.e. the proposal that will have the highest score according to evaluation criteria.

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

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

5. Amendments of solicitation documents

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

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

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

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

8. Operational and technical documentation

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

- Company profile containing the description of relevant experience in the field;
- Company's list of customers with the indication of the year/s;
- Work-plan and methodology;
- CVs of proposed group of consultants to be hired for the current assignment with the indication of the similar (analytical) work required under the current assignment;
- Developed materials concerning the performing of similar assignments;
- Copy of registration certificate of the company;
- Other relevant documents.

9. Proposal form

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

(a) **Management plan**

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

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

(b) **Resource plan**

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

(c) **Proposed methodology**

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

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

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

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

10. Proposal prices

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

11. Proposal currencies

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

12. Period of validity of proposals

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

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

13. Format and signing of proposals

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

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

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

14. Payment

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

D. Submission of Proposals

15. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –

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

and,

- marked with – “**RFP: Services for elaboration of sector booklets through gender lens/UNIFEM**”
- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Operational and technical documentation*) and in Clause 9 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule/financial proposal duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

16. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address or e-mail address specified under clause *Sealing and marking of Proposals* no later than **20 July 2009, 17:00, local time**.

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

17. Late Proposals

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

18. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

19. Opening of proposals

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

20. Clarification of proposals

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

21. Preliminary examination

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

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

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

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

22. Evaluation and comparison of proposals

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

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

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

Cumulative analysis scoring will be calculated using the following formula:

$$Total.score = T + \frac{C_{low}}{C} \times 300,$$

where:

T is the technical score awarded to the bid,

C is the evaluated bid price,

C_{low} is the lowest price among responsive bids.

Evaluation Criteria

The technical and financial proposals will be evaluated according to the following criteria:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Offerors's Expertise and Capacity	19%	190					
2.	Proposed Work Plan and Approach	19%	190					
3.	Personnel	32%	320					
4.	Financial proposal (to be submitted in a separate envelope)	30%	300					
Total			1000					

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

Form 1: Offeror's expertise and capacity

Technical Proposal Evaluation		Score Weight	Points Obtainable
1.	Offeror's Expertise and Capacity, including:	19%	190
	Organisational capability (structure, partners)		20
	Reputation, reliability, competence		10
	Proven cumulative experience of reflecting/acknowledging gender equality issues in research/analytical papers/reports		20
	Multi-sectoral expertise of organization in selected sectors (Lot 1: education, healthcare, social protection, gender responsive budgeting, violence and trafficking, Lot 2: employment, awareness raising, political participation) including sector policies)		100
	Ability to deliver final products on time and within budget (proved by references)		20
	Existence of quality assurance procedures		10
	Previous experience of collaboration with UN / other international organization/Donors in the area of research/analytical report development		10

Form 2: Proposed Work Plan and Approach

2.	Technical Proposal Evaluation	19%	190
	The task is well understood and properly (in sufficient detail) addressed		30
	Activities on the Technical Proposal are stipulated clearly and are relevant for the achieving of the assignment objectives		40
	Work components are adequately weighted		50
	Efficient and realistic work plan (sequence of activities is realistic and will ensure effective implementation of the work plan)		40
	Pre-analysis used as input in the preparation of the proposal (proposal is based on a survey of the project environment and data input is properly used in the preparation of the proposal)		30

Form 3: Personnel

The nominated Task Manager or Group Leader in your proposal must be the employee who will be responsible for the overall management and coordination of the project inputs and distribution of operational tasks among the other consultants/experts the entire period set for this contract.

3.	Technical Proposal Evaluation	32%	320
	Task Manager or Group-leader		100
	Senior experts/consultants (relevant education, key qualification, professional experience in the required areas, international experience, language skills)		200
	Technical staff (filed experience, language skills)		20
	Total		700

The price schedule of the Proposals will be opened and compared **only** for submissions that passed the minimum technical score of 70% of the obtainable score of **700** points in the evaluation of the technical proposals.

F. Award of Contract

23. Award criteria, award of contract

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

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

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

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

25. Signing of the contract

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

Failure of the successful Offeror to comply with the requirement of Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

General Conditions of Contract**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment

owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) Name UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Terms of References

National consultancy to develop sector booklets through gender lens

Job Title:	Specialized company / non-governmental organization for developing sector booklets through gender lens
Contract type:	Institutional Service Contract
Duty station:	Chişinău
Duration of assignment:	August – mid October 2009
Contracting Authority:	United Nations Development Programme (UNDP) on behalf of UNIFEM

Background

Government of Moldova with the support of International community has strongly embarked on promotion of gender equality in Moldovan society. Several significant results were already achieved regardless of rather concise timeframe. Governmental Commission on equality between women and men was reestablished and is now fully functional with sufficiently high status of members – Deputy Prime Minister (Head of Commission), Minister of Social Protection, Family and Child (Deputy Head of Commission), ministerial representation at the level of deputy ministers and representatives of civil society. Gender focal points in line ministries and interministerial coordination were established and consolidated and moreover Government intends to establish gender focal points at regional level. Capacity building efforts for civil society organizations were initiated. International and national commitments in the field of gender equality were undertaken by the Government. On the other hand, the process is significantly strengthened by consolidated position and efforts of major donors (first of all SIDA, DFID, MCC, World Bank, European Commission, UN, etc.). A new impulse for promotion of gender equality in Moldova will represent a forthcoming National Policy on Gender Equality and affiliated with it Action Plan.

To ensure sustainable promotion of gender equality and women's empowerment in the Republic of Moldova at all levels of government with the support of all stakeholders, UNIFEM Program in Moldova supported the Government of Moldova in elaboration of the National Policy on Gender Equality (2009-2015) (NPGE). Completion of this task constitutes a very important step forward towards increasing governmental sensitivity to gender issues and towards better understanding of different needs of women and men as well as in advancing governmental responsiveness in applying engendered approach to planning and implementation of national strategies and plans assuring observance of fundamental human rights of the citizens of Moldova. Currently UNIFEM is additionally supporting the Government of Moldova in elaboration of Action Plan (AP) associated with NPGE where specific policy measures will be identified. NPGE and AP will be the two most important governmental documents together with National Development Strategy (2008-2011) for addressing gender specific issues in the Republic of Moldova.

In the process of development of NPGE, the priority areas were identified based on CEDAW concluding comments from 2000 and 2006, National Plan of Action for equality between women and men 2006-2009, newly revised MDGs of the State, Gender Equality Law, Domestic Violence Law, National Human Rights Action Plan and the National Development Strategy (2008-2011). Were selected and defined such priority areas as Social Protection and Family; Labor Market and Migration; Education; Health; Violence and Trafficking; Political Participation; Gender responsive Budgeting and Awareness Raising.

Within each priority area Key objectives were defined and in order to ensure ownership of the NPGE as of a strategic document by stakeholders, they were validated in Public Consultations. In the validation process a total of about 340 persons were involved, among which there were representatives of central and local public authorities, CSOs including social partners, academia and mass media, international and donor organizations. Validated Key objectives of the NPGE under each priority area are attached herewith as Annex 1.

As NPGE has encompassed basic gender related sector policies there is a consequential need now to concretize and to detalize required sectoral efforts and not only under NPGE, but also coming from objectives and measures identified in the draft AP. In order to assure an adequate understanding of problems and their proficient addressing, under the current ToRs will be carried out a sectoral analyzis with sector specific gender related policy conclusions and recommendations summarized in sector booklets.

Gender sector booklets will be developed on the basis of the National Policy on Gender Equality thematic group analysis and the NPGE. Booklets will comprise the summary situation in the sector through gender lens, including statistical data, qualitative information from the studies/research, as well as the key actions required by the State in the sector on the basis of NPGE 2009-2015 Policy and Action Plan. Sector Booklets will serve as basis for highlighting the key recommendations from the CEDAW Committee for the Republic of Moldova, Commitments of the State under Gender Equality Law, Domestic Violence Law as well as the National Human Rights Action Plan among others. Booklets will be developed based on findings of the thematic groups under elaboration of NPGE and simultaneously targeting as well as with significant contribution from relevant governmental agencies and civil society and will be based on existing national policies and first of all on NDS and NPGE. This will help to ensure local ownership of the Sector booklets, especially by the relevant sector ministries. These include, the Ministry of Social Protection, Family and Child, Ministry of Education, Ministry of Health, National Bureau of Statistics, Ministry of Interior, and the Ministry of Economy.

In terms of the synergies, the sector booklets will contain information/data from the following Knowledge Products and Documents, developed within the framework of UNIFEM/Sida program as well as other sources, but not limited to:

1. Sector Analysis undertaken in the context of development of the National Policy on Gender Equality
2. Gender and the MDGs in the Republic of Moldova
3. "Women and Men" fully reviewed and improved Statistical publication
4. Harmonized set of Development Indicators approved by the Board of the National Bureau of Statistics
5. GRB Case Studies developed in three rayions
6. Gender Cartoons in the context of MDGs
7. Gender and Health, Gender and Education, Gender and Social Protection, Gender and Employment chapters of the Gender Training package
8. MDG 3 Revised Goals and Indicators
9. UNDP Gender Mainstreaming manual (RBEC 2006) and other similar manuals and guides

General target audience: Policy makers at the national and local levels, CSOs, including mass media, academia, and profile NGOs as well as the donor community in the country

Specific target audience: Governmental Commission for equality between women and men, Policy Coordination and Monitoring Units of the Ministries, Gender Focal Points in the Ministries, Governmental Agencies as well as planned Gender Focal Points at rayion levels.

Scope of Work

Under direct supervision of the UNIFEM Program Manager, in coordination with UNIFEM Chief Technical Advisor (CTA) and in close cooperation with Ministries and other governmental agencies responsible for particular sector, the selected organization will be responsible for developing separate sector booklets through gender lens.

More specifically, it is proposed to fulfill the following Tasks:

- Task 1: Carry out sectoral analysis and summarize sector specific gender related policy conclusions and recommendations in separate sector booklets

The implementation of this Task would include the following activities:

- Define and hire relevant consultants/experts with experience and education background in the areas of political & public life participation, employment & migration, social protection & family, health, education, budgeting, violence & trafficking and awareness raising & media;
- Designate a Team Leader who will be responsible for the overall management and coordination of the project inputs and distribution of operational tasks among the other consultants/experts;
- Review the analysis of thematic groups who contributed to the elaboration of the national policy on gender equality; Consultants shall work closely with relevant technical assistance projects operating in respective ministries and governmental

agencies in order to assure exchange of ideas and higher sustainability under the current circumstance

- Elaborate **separate** sector booklets comprising of a summary of situation in the above sectors through gender lens, including statistical data, qualitative information from the studies/research as well as the key actions required by the State in the sector on the basis of the national policy on gender equality and its action plans (a detailed preliminary structure & size of sector booklets is provided hereafter).

Task 2 Prepare and submit a concise final report in English describing the activities carried out, stakeholder's consultation process, problems faced and recommendations for follow-up actions (if any);

All booklets will be closely linked to stipulations of the drafts National Strategy for ensuring Gender Equality and Action Plans therewith and will be focused on:

LOT 1:

- Social Protection & Family,
- Health,
- Education,
- Violence & Trafficking

LOT 2:

- Political & Public Life Participation,
- Employment & Labor Migration,
- Budgeting, and
- Public awareness raising.

Partial bid under this exercise is permitted. Eligible companies/institutions may apply for elaboration of separate sector booklets specified (i) either under Lot 1 or Lot 2 or (ii) under both lots. However, companies/institutions submitting proposals for elaboration of sector booklets specified under both Lots will be given advantage.

Sector booklets will include (final structure of sector booklets to be presented with the work plan and to be approved by UNIFEM):

- Sector description from gender perspective, with the focus on the priority issues defined under NPGE in the context of the Republic of Moldova
- NDS, gender related MDGs and particularly MDG 3
- Legislative and regulatory framework
- Major policies in the sector and their review through gender lens
- Recommendations on mainstreaming gender issues in sector policy, with the primary focus on the NPGE priority issues defined for the sector
- Thematic proposals/outline for mainstreaming of identified gender responsive policies throughout relevant sectoral/ministerial programs under the MTEF
- Conclusions and recommendations
- Annexes (only most important data, including statistics)

Size of one sector booklet: between 15 and 20 pages plus maximum 5 pages annexes.

Languages: Draft should be presented in state language. The final product will be submitted both in English and in state language.

Sources of information:

- Thematic groups papers prepared within elaboration of National Strategy on Gender Equality
- Legislation and normative acts
- Medium-term Expenditures Framework
- Governmental strategies and policy papers pertaining to the sector
- Analytical materials of international organizations

- Ministerial (governmental) data including statistics
- Women & Men 2008 statistical publication
- Interviews, seminars, conferences, knowledge products

Time benchmarks:

- Work plan - 1 week after the signature of the contract.
- Drafts of all sector booklets (to be approved by UNIFEM as drafts) in Romanian – 2 month after the signature of contract accompanied by a list of people and organizations to whom the finalized sector booklets to be presented.
- Comments on draft booklets from UNIFEM, relevant sector ministries, including the Ministry of Social Protection, Family and Child, Ministry of Education, Ministry of Health, National Bureau of Statistics, Ministry of Interior, and the Ministry of Economy and civil society representatives – members of the thematic groups under elaboration of NPGE.
- Incorporating comments and finalization of sector booklets.

Deliverables

Deliverables under this assignment will be divided into intermediary and final deliverables and will include:

Intermediary deliverables

1. Work plan, with the indication of concrete persons and organizations-partners to be involved in the development of Sector Booklets.
2. Structure (table of contents) of Sector Booklets including annexes.
3. Draft sector booklets in state language in electronic version.

Final deliverables

1. Finalized separate sector booklets (per the areas specified under each Lot) in English and state language in electronic versions to be presented to UNIFEM, to Department of Equal Opportunities and Violence Prevention under the Ministry of Social Protection, Family and Child, to selected donors organizations, to selected CSOs and appropriate sector booklets to all relevant Ministries and governmental agencies.
2. Concise final report in English to be presented to UNIFEM (3-5 pages) briefly describing activities carried out, stakeholders' consultation process, but mostly problems encountered and recommendations for the future including further needs emerged (if any)

Final draft of sector booklets to be presented by the end of September the latest.

[UNIFEM support will be acknowledged in all Sector Booklets.](#)

All the deliverables should be agreed with the UNIFEM Program Manager and in coordination with UNIFEM Chief Technical Advisor (CTA) and be provided in English and state language in electronic version. The success of this given activity can be ensured only by team work of all partners involved via active participation at all the stages of the assignment, and the contracted Company (companies), through a group of consultants, should play the role of guarantor of this joint effort.

Organizational settings

Assignment should be undertaken by organization(s) – registered institution(s) (either private company or CSO). Team of consultants might be formed under the organization umbrella for fulfillment of particular LOT or of the overall assignment under the current ToR, however all concluding arrangements will be carried out only with registered organization(s). Organization(s) will nominate team leader(s) who shall be assigned as coordinator of the whole process and ensure the homogeneity of the final product including in joint cooperation with organization working on the other LOT under the current ToR.

Selected organization(s) is expected to work in close cooperation with UNIFEM Programme Manager, national counterpart at the Ministry of Social Protection, Family and Child and with relevant sector ministries and governmental agencies keeping them updated on the progress as well as about potential threats for project implementation.

Applying organizations shall provide thorough CVs of all experts and also of the Team Leader proposed for this assignment addressing in the most explicit way qualifications required exactly under current assignment. A pool of ad-hoc short-term expertise should be available on demand.

Consultants are expected to work from their own premises and use their own working/office space and equipments

Quality/Content Control

UNIFEM will have editorial control over the final version of sector booklets.

Presentation and booklets formatting shall be taken into most serious consideration as booklets are produced for further publishing.

Duration

The duration of the contract under current ToRs is till mid October 2009.

QUALIFICATIONS

The qualifications that make the Offeror eligible for this assignment are:

1. An officially registered for profit or non-profit organization with experience in the required areas;
2. Proven records in researching and drafting analytical papers and reports for the Donors, and the Government. Proven cumulative experience of reflecting/acknowledging gender equality issues in research/analytical papers/reports will be an asset.
3. Multi-sectoral expertise of organization in selected sectors (Lot 1: education, healthcare, social protection, gender responsive budgeting, violence and trafficking, Lot 2: employment, awareness raising, political participation) including sector policies.
4. Availability of experienced staff/consultants in order to respond effectively to the ToR requirements;
5. Proven records of working/collaborating with the Government in assisting/supporting drafting policy recommendations/ policy reports.
6. Working experience with UNDP and other international organizations in the area of research/analytical report development.
7. High-level of proficiency in English and state language of consultants
8. Adherence to/observation of the standard and principles of the UN

Proposals submission modality:

Partial bid under this exercise is permitted. Eligible companies/institutions may apply for elaboration of separate sector booklets specified (i) either under Lot 1 or Lot 2 or (ii) under both lots. However, companies/institutions submitting proposals for elaboration of sector booklets specified under both Lots will be given advantage.

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

Only the financial proposals of Offerors satisfying the main criteria will be considered. The Offeror(s) satisfying the main criteria and offering the best methodology and the lowest price will be awarded the contract.

Detailed *Technical Evaluation Criteria* are provided in the Annex I of the Request for Proposals.

Annex 1 to ToR for development of sector booklets

The Key Objectives defined under NPGE priority areas are provided below:

LOT 1

A. Social Protection and Family

- Increasing significance of maternity and paternity and promotion of equal sharing of family responsibilities between men and women
- Improve social protection of women and of informal home caregivers
- Diminish the gap between pensions of women and men

B. Health Care

- Mainstreaming gender equality into Health policies and programs
- Narrowing and closing gender gap in life expectancy of women and men
- Reduce socio-economic factors leading to maternal mortality, especially among women from rural areas

C. Education

- Mainstreaming gender equality into education policies and plans and education process
- Reduce feminization of educational system in the Republic of Moldova

D. Violence and Human Trafficking

- Annihilate domestic and gender based violence against and trafficking in women and girls
- Combat manifestation of violence against girls and boys in the educational system
- Improve services for the rehabilitation and reintegration of victims of trafficking and violence, especially women and girls

LOT 2:

E. Employment and Labor Migration

- Increase employment among women and reduce gender wage gap
- Eliminate all forms of gender based discrimination in the employment sphere
- Promote women's economic empowerment in rural areas
- Gender mainstreaming in programs and plans for migration implementation and monitoring

F. Budgeting

- Development of GRB concept/vision in the context of the Republic of Moldova
- Promotion of GRB into budgetary process at the national and local levels

G. Women's participation in Decision Making

- Increase representation of women in the decision making positions in political and public life

H. Public Awareness Raising

- Encourage projection of positive images of women and men and of their equal status and responsibilities in the private and public spheres
- Combat sexist image of women in advertising and media
- To enhance awareness among women and men and girls and boys of their human rights

PRICE SCHEDULE/FINANCIAL PROPOSAL

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

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

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

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

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

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

In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible).

Price Schedule:				
Request for Proposals for Services				
Description of Activity/Item		Number of Staff	Monthly Rate	Estimated Amount
1.	Remuneration			
1.1	Remuneration for Team Leader			
1.2	Remuneration for experts			
2.	Other (please indicate)			