

Request for Proposal (RFP)

Ref. no. 2009-10-13.2

Date: 13 October 2009

Dear Sir/Madam,

Subject: RFP for the provision of consultancy services for development and implementation of Local Biodiversity Conservation Education and Awareness Programme in Orhei region.

1. You are requested to submit a proposal for validation the current system of protected areas services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule/Financial Proposal (Annex V)

Your offer comprising of technical proposal and price schedule/financial proposal, in separate sealed envelopes, marked with **“RFP: Development and implementation of Local Biodiversity Conservation Education and Awareness Programme in Orhei region”** should reach the UNDP office no later than **23 October 2009, 16:30**, local time.

Offers can be submitted either in hard copy or electronically.

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

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

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

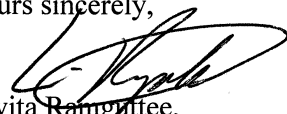
tenders-Moldova@undp.org

Offers shall be clearly marked with **“RFP: Development and implementation of Local Biodiversity Conservation Education and Awareness Programme in Orhei region”**

Contact person for clarifications: Gisca Iulian, Project Manager (iulian.gisca@undp.org)

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

Yours sincerely,



Lovita Ramgutte,
Officer-in-Charge



Instructions to Offerors**A. Introduction****1. General**

The purpose of this Request for Proposal (RFP) is to solicit proposals from the qualified companies for provision of consultancy services for validation the current system of protected areas.

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;**
- **Copy of registration certificate;**
- **Workplan and approach** (detailed description of activities, timeframe), see Clause 9;
- **CVs of proposed staff;**
- **3 Reference Letters;**
- **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 **US dollars** and shall be exclusive of VAT.

12. Period of validity of proposals

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

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

13. Format and signing of proposals

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

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

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

14. Payment

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

D. Submission of Proposals

15. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –

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

and,

- marked with –

“RFP: Development and implementation of Local Biodiversity Conservation Education and Awareness Programme in Orhei region”

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

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

- (c) In case of electronic submission, the Offeror shall send two messages by e-mail to the following address: tenders-Moldova@undp.org

The first e-mail message shall contain the information specified in Clause 8 (*Operational and technical documentation*) and Clause 9 (*Proposal form*) above and shall have the following subject: “**Technical Proposal for RFP: Development and implementation of Local Biodiversity Conservation Education and Awareness Programme in Orhei region**”. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: “**Financial Proposal for RFP: Development and implementation of Local Biodiversity Conservation Education and Awareness Programme in Orhei region**”.

Important Note for Offerors submitting proposals in electronic format/via e-mail:

Having prepared the Proposal in paper format as specified in Clause “D. Submission of Proposals” hereof, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. The Subject line of the E-mail(s) should state: “**Technical Proposal for RFP: Development and implementation of Local Biodiversity Conservation Education and Awareness Programme in Orhei region**” and separate e-mail “**Financial Proposal for RFP: Development and implementation of Local Biodiversity Conservation Education and Awareness Programme in Orhei region**” - DO NOT OPEN IN ADVANCE. The opening of the financial proposal must be secured with the password protected ZIP archive by the Offeror, which will be given to the procuring UNDP entity upon its request after the completion of the technical proposals evaluation.

To assist procuring UNDP entity in the assurance of transparency, it is recommended that, prior to sending the Email(s), Offerors should open “Options”, then “Voting and Tracking Options” and select “Request a delivery receipt for this message” AND “Request a read receipt for this message”. This option path is for Microsoft Office Outlook software. Other software should offer similar options, although the path and wording might be somewhat different.

16. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address or e-mail address specified under clause *Sealing and marking of Proposals* no later than **23 October 2009, 16:30**, local time.

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

17. Late Proposals

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

18. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

19. Opening of proposals

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

20. Clarification of proposals

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

21. Preliminary examination

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

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

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

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

22. Evaluation and comparison of proposals

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

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and the Instructions to Offerors.

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

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

where

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

C – is the price of the evaluated proposal; and

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

Technical Evaluation Criteria

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

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Organizational capability (structure, partners)	30					
1.2	Reputation of Organisation and Staff (Competence / Reliability)	30					

1.3	Relevance of similar experience (at least 3 years) in elaboration and implementing of public awareness activities plans, drafting programmes, strategies etc.	40					
1.4	Relevance of: - Specialised Knowledge in public awareness - Specialised Knowledge in environmental education - Specialised Knowledge in biodiversity conservation - Experience on Projects in the Region	60					
1.5	Quality assurance procedures, warranty	25					
1.6	Previous experience of collaboration with UN agencies and fund/other international organizations	25					
		210					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	Task is well understood & properly (in sufficient detail) addressed	60					
2.2	Activities on the Technical Proposal are stipulated clearly & are relevant for the achievement of the assignment, scope of task is well defined and corresponds to the TOR	120					
2.3	Work components are adequately weighted	40					
2.4	Efficient & realistic work plan	80					
2.5	Pre-analysis used as input in the preparation of the proposal	50					
		350					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel							
3.1	Team leader	50					
	Sub-Score						
	General Qualification	40					
	Suitability for the Project						
	- Professional Experience in domain	15					
	- Experience of work in rural area	10					
	- Knowledge and experience in domain of biodiversity conservation	15					
	- Language Qualifications	10					
		50					
3.2	Team of experts	90					
	Sub-Score						
	General Qualification	80					
	Suitability for the Project						
	- Relevant studies	10					

- Professional experience in public awareness/environmental education	45								
- Experience and/or studies in biodiversity conservation	25								
Experience of working in team		10							
		90							
			140						

F. Award of Contract

23. Award criteria, award of contract

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

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

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

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

25. Signing of the contract

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

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

Duration of Employment: November 2009 – May 2013.

Background

The United Nations Development Programme (UNDP), acting as an implementing agency of the Global Environment Facility (GEF), is providing assistance to the Moldovan Ministry of Ecology and Natural Resources in the implementation of the GEF Medium Size Project (MSP) “Improving coverage and management effectiveness of the Protected Area System in Moldova”. The protected area system of Moldova is not uniformly distributed in the landscape and there are substantial gaps, particularly in terms of steppe habitats, that need to be addressed to ensure the adequate representation of the main types of ecosystems. Protected areas are also highly fragmented in the landscape and are not achieving the conservation objectives for landscape-scale ecological processes. The project aim to enhance the coverage and management effectiveness of the protected area system of Moldova by piloting - within the broader framework of the National Environmental Network - the establishment of the first National Park in Moldova, and by strengthening the capacities at the systemic, institutional and individual levels to establish and manage a representative protected area system. Thus, the GEF-funded developmental interventions will lead to creation of an enabling framework for the expansion of the protected area system to include under-represented ecosystems in Moldova. The project is structured into two **outcomes**:

Outcome 1 Improving representativity and coverage of the protected area system

Outcome 2 Strengthening the capacity of PA institutions to effectively manage the protected area system.

Scope of the assignment:

The service provider will be responsible for supporting the national park establishment processes in Orhei by developing in local communities an awareness of the actual and potential value and benefits of the conservation of biodiversity to urban and rural livelihoods in the Orhei region. The service provider will closely cooperate with the Communication and awareness specialist who will prepare a national biodiversity conservation education and awareness strategy and implementation plan, also with educational institutions, forestry and administrative authorities, with other agencies likely to be involved in the project implementation, as well as with representatives from academia, environmental NGOs in defining priority communication issues and areas what should be key project issues.

Scope of Work

The service provider will, under the guidance of the MENR, develop and implement a Local Biodiversity Conservation Education and Awareness Programme in Orhei, in close collaboration with the team facilitating the national park establishment process. The service provider will work in close collaboration with all involved Local and International Consultants. The consultation process will be driven and facilitated by the PAS project team with support from the service provider. In this context the service provider will be responsible for the content and logistics of round tables (at least one) etc.

The specific work will include, but is not limited to:

- Developing a biodiversity conservation education and awareness programme for the Orhei region that focuses on demonstrating the values and benefits of the conservation of the areas biodiversity and heritage features (both on- and off-reserve), in line with the national strategy that will be developed in parallel;
- Developing and designing appropriate educational and communication media and resource materials (teacher guides, educational ‘toolboxes’, newsletters, brochures, fact sheets, booklets, interpretation boards, local radio inserts, advertisements, etc.) for the local education and awareness programme. Printing and production of the developed materials and resources and advertising of TV and radio spots will be in the responsibility of the Project Team Dissemination of the educational and communication media and resource materials (after approval by the Project Team) will be the responsibility of the service provider;

- Implementing outreach programmes (talks, presentations, exhibits, clean-up programmes, guided day walks etc.) in local communities and primary and secondary schools;
- Facilitating experiential learning programmes in natural areas inside and surrounding Orhei (camping, tree-planting, removing invasive plants, testing organic agricultural technologies, hiking, placing of different camping utilities such as benches, tables, fireplaces, garbage bins and containers , toilets etc.), organization of touristic routes (bike and walk paths and trails), park signage placing, bridges construction for animals migration, animal feeding places arranging etc).

Company features:

- Legal entity [grouping of such entities (consortia)] or organized team of experts
- At least 5 years of proven knowledge and in environmental education, public awareness, biodiversity conservation, PA management; or other relevant fields.
- Excellent analytical, reporting, teaching and presentation skills.
- Experience in public awareness work.
- Experience in working with government organizations/local public authorities/educational institutions
- Excellent writing and communication skills in Romanian/Russian
- Ability to communicate in English will be a strong advantage

Deliverables:

The Service provider will present the deliverables (in Romanian) that will be approved by Project manager and by the UNDP CO according the following schedule:

1. Development and Consultation Process of the Biodiversity Conservation Education and Awareness Programme for Orhei region **by May, 30 2010.**
 - Elaboration of a detailed structure and outline of the biodiversity conservation education and awareness programme for Orhei region elaborated **by November 15, 2009.**
 - Inception and outreach event held in Orhei region (incl. structure and objectives of the educational and awareness programme) **by November 30, 2009**
 - First draft of the Biodiversity Conservation Education and Awareness Programme for Orhei region developed **by March 31, 2010.**
 - Consultation process and review of the Biodiversity Conservation Education and Awareness Programme for Orhei region completed (round tables, etc. held, peer review conducted, etc.) **by April 30, 2010**
 - Final draft of the Biodiversity Conservation Education and Awareness Programme for Orhei region completed (including findings of the consultation and review process) **by May 31, 2010**
2. Educational and communication media and resource materials (teacher guides, educational 'toolboxes', newsletters, brochures, fact sheets, booklets, interpretation boards, local radio inserts, advertisements, etc.) for the local education and awareness programme designed and developed **by May 2010, September 2010 (educational material and resources), February 2011, August 2011, February 2012.**
3. Outreach programmes in local communities and primary and secondary schools implemented (approx. 1-2 per year in 30-35 primary and secondary schools in/and around territory of Orhei NP)

Reports in a week after each event

4. Experiential learning programmes in natural areas inside and surrounding Orhei NP (e.g. tree-planting, removing invasive plants, testing organic agricultural technologies, hiking, camping arranging (incl. placing of different camping utilities such as benches, tables, fireplaces, garbage

bins and containers, toilets etc.), organization of touristic routes (bike and walk paths and trails), park signage placing, bridges construction for animals migration, animal feeding places arranging etc) facilitated (approx. 1-2 per year in 15-20 villages in/and around territory of Orhei NP).

Reports in a week after each event

Termeni de referință

Proiect: "Fortificarea capacităților instituționale și a reprezentativității Sistemului de Arie Protejate din Moldova "

Perioada angajarii: **Noiembrie 2009 – May 2013**

Context:

Programul Națiunilor Unite pentru Dezvoltare (PNUD), în calitate de o agenție de implementare a Fondului Global de Mediu (GEF), acorda de asistență Ministerului Ecologiei și Resurselor Naturale din Republica Moldova în punerea în aplicare a Proiectului "Fortificarea capacității instituționale și a reprezentativității Sistemului de Arie Protejate din Moldova ". Sistemul de arii protejate din Moldova nu este uniform distribuit și există goluri importante, în special în ceea ce privește habitatele de stepă, care trebuie abordate pentru asigurarea reprezentării corespunzătoare a principalelor tipuri de ecosisteme. Ariile protejate sunt, de asemenea, extrem de fragmentate în nu realizează obiectivele de conservare pentru a biodiversității la scară proceselor ecologice. Scopul proiectului este de a spori gradul de acoperire și eficacitate a sistemului de management al ariilor protejate din Moldova - în cadrul Rețelei Ecologice Naționale prin crearea primului Parc Național din Republica Moldova, precum și prin consolidarea capacităților sistemice, instituționale și la nivel individual pentru a stabili și gestiona un sistem de arii protejate mai reprezentativ.

Proiectul este structurat în două componente:

Rezultatul 1: Îmbunătățirea acoperirii sistemului de arii protejate

Rezultatele 2: Consolidarea capacităților instituțiilor AP de a gestiona în mod eficient sistemul de arie protejată.

Domeniul de aplicare:

Furnizorul de servicii va fi responsabil pentru sprijinirea proceselor de creare a Parcului Național Orhei prin conștientizarea valorilor reale și potențiale și a beneficiilor obținute în urma conservării biodiversității. Furnizorul de servicii va coopera îndeaproape cu specialistul în comunicare și conștientizare, care la rândul său va elabora strategia națională și planul de implementare în educarea și conștientizarea populației în domeniul conservării biodiversității, cu implicarea instituțiilor de învățământ, silvicultură, autoritățile administrative și cu alte agenții care ar putea fi implicate în implementarea proiectului, precum și cu reprezentanți din mediul academic, ONG-uri de mediu întru definirea problemelor prioritare teritoriale și de comunicare unde acestea ar trebui să fie puncte cheie ale proiectului.

Sarcina de lucru

Furnizorul de servicii, sub îndrumarea MERN, va dezvolta și implementa un Programul local de conștientizare și educare a populației în domeniul conservării Biodiversității în Orhei, în strânsă colaborare cu echipa de stabilire a parcului național. Furnizorul de servicii va lucra în strânsă colaborare cu toți consultanții naționali și internaționali implicați în acest proiect. Procesul de consultare va fi condus și facilitat de echipa de proiect PAS cu sprijin de la furnizorul de servicii. În acest context, furnizorul de servicii va fi responsabil pentru conținutul și logistica de mese rotunde (cel puțin una), etc

Lucrul specific va include, dar nu se limitează la:

- Elaborarea unui Program de conștientizare și educare a populației în domeniul conservării biodiversității în regiunea Orhei, care se va axa pe demonstrarea valorilor și beneficiilor de conservare a biodiversității și a autenticității istorice (atât în cât și în afara parcului național ORHEI), în conformitate cu strategia națională care va fi dezvoltată în paralel;
- Elaborarea resurselor materiale educaționale (ghiduri pentru profesor, „instrumente” educaționale, buletine informative, fișe, broșuri, materiale de prezentare, programe locale la radio, reclame, etc) pentru programul local de conștientizare și educare a populației. Imprimarea și producerea

materialelor și resurselor materiale elaborate precum și publicitatea la TV și spoturi radio va fi în responsabilitatea echipei de proiect.

- Distribuirea materialelor de educare și a resurselor materiale (după aprobarea de către echipa de proiect) va fi în responsabilitatea furnizorului de servicii;
- Punerea în aplicare a programelor de mobilizare (discuții, prezentări, expoziții, programe de salubritate, plimbări ghidate, etc), în comunitățile locale și școlile primare și secundare;
- Facilitarea studierii programelor în zonele naturale în interiorul și în jurul Orhei (organizarea de campinguri, plantarea copacilor, eliminarea plantelor invazive, testarea tehnologiilor agricole ecologice, drumeții, introducerea diferitor utilitare de camping, cum ar fi banci, mese, locuri pentru foc, coșuri și container pentru gunoi, toalete, etc), organizarea de trasee turistice (rute și trasee de mers pe jos și cu bicicleta), plasarea indicatoarelor în parc, construcția de poduri pentru migrația animalelor, locuri aranjate pentru hrana animalelor etc

Caracteristicile Companiei:

- persoană juridică [grupare de astfel de entități (consorții)] sau o echipă organizată de experți
- cel puțin 5 ani de experiență în domeniul educației de mediu, conștientizarea publicului,
- conservarea biodiversității, gestionarea AP; sau alte domenii relevante.
- abilități excelente de analiză, raportare, predare și de prezentare.
- experiență de lucru în conștientizarea publicului.
- experiență de lucru cu organizațiile guvernamentale / autoritățile publice locale / instituțiile de învățământ
- abilități excelente de comunicare și scris în limba română / rusă
- abilitatea de a comunica în limba engleză va fi un avantaj

Rezultate:

Furnizorul de servicii va prezenta rezultatele (în limba română), care vor fi aprobate de managerul de proiect și de către PNUD în conformitate cu următorul program:

1. Inițierea procesului de consultare a Programului de conștientizare și educare a populației în domeniul conservării Biodiversității în regiunea Orhei, până în mai, 30 2010.
 - a) Elaborarea unei structuri detaliate a programului de conștientizare și educare a populației în domeniul conservării biodiversității pentru regiunea Orhei, elaborat de 15 noiembrie 2009.
 - b) Evenimentul de inițiere și de susținere avut loc în regiunea Orhei (inclusiv structura și obiectivele educaționale și de program de conștientizare) până la 30 noiembrie 2009
 - c) Prima schiță (draft) a programului de conștientizare și educare a populației în domeniul conservării biodiversității în regiunea Orhei elaborat până la 31 martie 2010.
 - d) procesul de consultare și de revizuire a Programului de conștientizare și educare a populației în domeniul conservării biodiversității în regiunea Orhei completat (mese rotunde, etc. a avut loc, ale evaluării experților, etc) până la 30 aprilie 2010
 - e) proiectul final a programului de conștientizare și educare a populației în domeniul conservării biodiversității în regiunea Orhei (inclusiv constatările din procesul de consultare și de revizuire), până la 31 mai 2010.
2. Materiale educaționale și propagări în mass media (ghiduri pentru profesori, „Instrumente” educaționale, buletine de știri, broșuri, fapte, placi de interpretare, inserturi, reclame, etc) proiectate și elaborate până în mai 2010, septembrie 2010 (materiale și resurse educaționale), februarie 2011, August 2011, February 2012.
3. Implementarea programelor de susținere a proiectului (creării parcului național) în comunitățile locale, școlile primare și secundare (aproximativ de 1-2 ori pe an, în 30-35 de școli primare și secundare, în / și în afara teritoriului Orhei NP)

Rapoarte prezentate într-o săptămână după fiecare eveniment

4. Programe de studii experimentale în zona parcului national si regiunile adiacente a acestuia (de exemplu, plantarea copacilor, eliminarea plantelor invazive, testarea tehnologii agricole ecologice, drumeții, introducerea diferitor utilitare de camping, cum ar fi banci, mese, locuri pentru foc, coșuri și container pentru gunoi, toalete, etc), organizarea de trasee turistice (rute și trasee de mers pe jos și cu bicicleta), plasarea indicatoarelor în parc, construcția de poduri pentru migrația animalelor, locuri aranjate pentru hrăna animalelor etc) (aproximativ de 1-2 ori pe an, în 15-20 de sate, în / și în afara teritoriul Parc Național Orhei).

Rapoarte într-o săptămână după fiecare eveniment.

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

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

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

We agree to abide by this Proposal for a period of sixty (60) days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month _____ of year _____

Signature _____

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of _____

PRICE SCHEDULE/FINANCIAL PROPOSAL

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

Price Schedule:					
Request for Proposals for Services for development and implementation of Local Biodiversity Conservation Education and Awareness Programme in Orhei region.					
Description of Activity/Item		Number of persons/ units	Number of days/ months/ units	Rate per day/month/ units (USD)	Estimated Amount (USD)
1.	Elaboration of Biodiversity Conservation Education and Awareness Programme for Orhei region				
1.1	Remuneration of the personnel involved				
1.2	Others (please specify)				
1	Sub-total				
2.	Organisation and Facilitation of Consultation Process				
2.1	Organisation of event(s)				
2.2	Remuneration of the personnel involved				
2.3	Others (please specify)				
2	Sub-total				
3	Implementing Outreach programmes in local communities and primary and secondary schools				
3.1	Information campaign for local public (such				

	as public debates etc.)				
3.2	Educative camps within the park with the duration of 2-5 days for children				
3.3	Open lessons, talks, presentations				
3.4	Open air exhibitions				
3.5	Others (please specify)				
3	Sub-total				
4	Facilitating experiential learning programmes in natural areas inside and surrounding Orhei National Park				
4.1	Tree-planting				
4.2	Rivers and territory waste cleaning				
4.3	Landscaping				
4.4	Removing invasive plants				
4.5	Testing organic agricultural technologies				
4.6	Camping arranging				
4.7	Organization of touristic routes				
4.8	Park signage designing and placing				
4.9	Bridges construction for animal migration				
4.10	Animal feeding places arranging				
4.11	Field practice with children in National Park Orhei - to get informed about flora, fauna, biodiversity conservation and the rules of Park visiting.				
4.12	Equipment and materials (e.g. trees, spades, shovels, buckets, etc., please specify)				
4.13	Others (please specify)				
4.	Sub-total				
5.	Development of educational and communication media and resource materials				
5.1	Participation in the TV and Radio programs, Articles in local press				
5.2	Remuneration of the personnel involved in designing posters, brochures, leaflets, calendars, printed T-shirts etc.				
5.3	Equipment and materials (please specify)				
5.4	Others (please specify)				
5.	Sub-total				
6.	Out of Pocket Expenses				
6.1	Communications				
6.2	Reproduction and Reports				
6.3	Equipment and materials (please specify)				
6.4	Travel				
6.5	Supplies				
6	Sub-total				
	TOTAL				