

## Request for Proposal (RFP)

Ref. no. RFP10/00137

Date: 22 March 2010

Dear Sir/Madam,

**Subject: RFP for the provision of services for the preparation of a “Feasibility study on Small and Medium Enterprises (SME) development in the Transnistrian region”.**

1. You are requested to submit a proposal for services for the preparation of “Feasibility study on SME environment in the Transnistrian region”, 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: Feasibility study on SME development in the Transnistrian region**” should reach the UNDP office no later than **5 April 2010, 16:00, local time**.

Offers can be submitted either in hard copy or electronically.

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

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

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

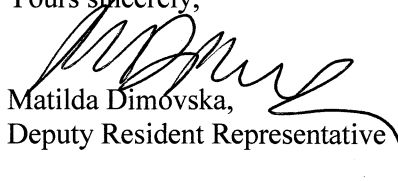
**tenders-Moldova@undp.org**

Offers shall be clearly marked with “**RFP: Feasibility study on SME development in the Transnistrian region**”

Contact person for clarifications: Mr. Victor Munteanu, Project Manager ([victor.munteanu@undp.org](mailto:victor.munteanu@undp.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 the preparation of a feasibility study of the SMEs environment in the Transnistrian region of Republic of Moldova in line with the Terms of Reference attached in Annex III. The “Feasibility study on SME Development in TN region” is to be formulated by a team of independent national or international experts, under the leadership of UNDP.

#### **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;
- Record of experience, particularly in research and analysis similar to the ones required for the preparation of the Study on SME's Development in TN region, knowledge of the Transnistrian region;
- CVs of proposed staff;
- Concept of the study, which should comprise a draft outline of the study, proposed timeline of activities, key elements of research to be conducted, major questions to be clarified and main directions of analysis, as well as other pertinent information;
- Other relevant documents.

## 9. Proposal form

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

### (a) Management plan

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

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

### (b) Resource plan

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

### (c) Proposed methodology

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

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

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

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

#### 10. Proposal prices

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

#### 11. Proposal currencies

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

#### 12. Period of validity of proposals

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

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

#### 13. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

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

#### 14. Payment

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

### D. Submission of Proposals

#### 15. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –

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

and,

- marked with –

**“RFP: Feasibility study on SME development in the Transnistrian 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](mailto: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: Feasibility study on SME development in the Transnistrian region”**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for RFP: Feasibility study on SME development in the Transnistrian region”**.

**Important Note for Offers 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 E-mail(s) should state: **“Technical Proposal for RFP: Feasibility study on SME development in the Transnistrian region”** and separate e-mail **“Financial Proposal for RFP: Feasibility study on SME development in the Transnistrian 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 proposal evaluation.

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

**16. Deadline for submission of proposals**

Proposals must be received by the procuring UNDP entity at the address or e-mail address specified under clause *Sealing and marking of Proposals* no later than **5 April 2010, 16:00, 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.

In the first stage 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%	280					
3.	Personnel	20%	210					
<b>Total</b>			<b>700</b>					

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
<b>Expertise of firm / organisation submitting proposal</b>							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	40					
1.2	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	40					
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	10					
1.4	Quality assurance procedures, warranty	20					

1.5	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	100					
		210					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Proposed Work Plan and Approach</b>							
2.1	To what degree does the Offeror understand the task?	30					
2.2	Have the important aspects of the task been addressed in sufficient detail?	30					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	50					
2.5	Is the conceptual framework adopted appropriate for the task?	50					
2.6	Is the scope of task well defined and does it correspond to the TOR?	50					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50					
		280					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Personnel</b>							
<b>3.1</b>	<b>Task Manager</b>	100					
	Education and General Qualification	40					
	Experience in supervising research/analytical studies and report writing	40					
	Experience with UN or other donor agencies	20					
	Sub-Total	100					
<b>3.2</b>	<b>Experts</b>	110					
	General Qualification	30					
	Experience in research/analytical studies and report writing in the field of SME development and economic analysis	50					
	Knowledge of the economic issues in the TN region	20					
	Experience with UN or other donor agencies	10					
	Sub-Total	110					
<b>Total Part 3</b>		210					



## **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.

## Support to Confidence Building Measures Project

## Terms of Reference

**“Feasibility study on Small and Medium Enterprises (SME) development  
in the Transnistrian region of Moldova”**

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<b>Job Title:</b>	Specialized company/NGO providing a group of consultants who would undertake a “Feasibility study on Small and Medium Enterprises (SME) development in the Transnistrian region of Moldova”
<b>Contract type:</b>	Institutional Service Contract or/and SSA contract
<b>Duty Station:</b>	Chisinau, with extensive travel in the Transnistrian region of Moldova
<b>Duration of assignment:</b>	April 2010 – July 2010
<b>Contracting Authority:</b>	UNDP Moldova

**1. GENERAL BACKGROUND**

Political settlement of the Transnistrian conflict is a longer-term goal and the status quo is likely to endure for some time. Focus has been on political issues, which are frequently beyond the reach of the sides and are difficult to resolve in the short- to medium-term. Non-political instruments and measures, like economic cooperation and joint business development programs, which could bring the sides closer to each other, have been neglected. Despite the advantages that it could bring for both sides, economic co-operation has been non-existent and the two formerly intertwined economies have continued to drift apart.

A sustainable *business development* programme has been identified as an important part of confidence building measures supported by the European Commission and implemented by UNDP Moldova. The **overall objective of the project** is to increase confidence between Chisinau and Tiraspol by involving municipalities, civil society organizations and other stakeholders in various economic and social confidence building projects<sup>1</sup>. Confidence building measures can range from economic and trade cooperation, infrastructural projects, transport, health care and social issues, education and science, humanitarian aid and finally agriculture and are oriented towards reducing tension between the two sides and create pre-requisites for a comprehensive settlement of the Transnistrian conflict. In this specific case these measures are meant to raise the level of trust and interaction in the field of business development and economic co-operation.

Small and medium enterprises (SMEs) development programs are a vital part of economic cooperation. They can become an important confidence-building measure, helping to re-establish economic ties, enhance confidence and become a building block on the path towards a political agreement.

Given the specific development context of the Transnistrian region (TN region), as well as very limited donor interventions addressing Business Development in the region, the *business development* programme will start with a thorough analysis of the Transnistria’s SME environment and a feasibility study of establishing a business incubator, in order to deliver business advisory services as well as foster their cross-river exchange.

**2. SPECIFIC CONTEXT**

Before the 2008-2009 economic crisis, Transnistria had 12.3 thousand individual entrepreneurs and 4.5 thousand small businesses, which operate largely in trade, catering, agriculture, construction and utilities sectors. SMEs employed 21,000 workers. Even though SMEs account for only 10% of the region’s GDP, they provided an important safety net which helped to cushion the impact of the crisis.

Efforts to analyze the factors which constrain the SMEs development have been sporadic and could not serve as a reliable guide for decision-makers. The stimulus package put together by Transnistria’s authorities as a response to the crisis included, among other things, administrative measures to prop up the SME sector

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<sup>1</sup> Moldova Strategic Conflict Assessment (SCA), Nov 2006, The Economist Intelligence Unit

through profit tax cuts, preferential rent rates and the suspension of checks by the controlling authorities. However, SMEs lack training, business consulting and incubator services, as well as sustainable micro-financing schemes. Furthermore, Transnistria's residents are prone to rely on the authorities to provide for their social needs and do not have enough interest for entrepreneurial activity. Because of these constraints, the effect of the anti-crisis measures has been limited, and the number of business start-ups dwindled rapidly during the crisis.

Small and medium business development can yield significant benefits. The capacity for confidence-building and joint work is strong. While perceived as non-political, the growth of SMEs sector can help the sides to rebuild the economic ties and create jobs. It would also benefit the population and teach the sides to resolve common problems together, because the nature of both sides' economic problems is similar, as are their economic risks and structural shortcomings.

### 3. MAIN OBJECTIVE AND TASKS TO BE PERFORMED

The **general objective** of the requested consultancy services aims to assist the "Support to Confidence Building Measures" Project **in identifying the specific challenges faced by Transnistria's small and medium businesses, suggesting ways for sustainable SMEs development, including sources of financing, and recommending mechanisms that would promote joint cross-river economic activities for actors on both banks.**

The assessment will identify a range constraints that could be realistically tackled and that, if addressed, could give the strongest momentum to the development of SMEs in the region, as well as potentials for common economic activities between economic actors of the two sides. The feasibility of establishing a business incubator that would provide business advisory and support services will be as well analyzed.

The objective of the consultancy will be two fold:

**Part I** is a **scoping exercise**, gathering and analyzing information **on SMEs development in Moldova and Transnistria.** The contractor will:

- § Prior to the research, prepare a research methodology proposal for consultation with UNDP and key stakeholders;
- § Draft a proposal on the contents of the study based on the regional priorities;
- § Analyze Transnistria's **SMEs environment**, scope and areas of their activity; including a review of operational rules, regulatory framework, stakeholder analysis;
- § Identify the **key constraints that prevent SMEs growth** (including, but not limited to, lack of financing sources and collateral, poor legal, organizational and management training, under-developed infrastructure, limited sales markets, excessive government regulation etc.);
- § Select two or three critical challenges, which, if addressed, could boost SME development and provide the best economic rate of return;
- § Identify possible areas and types of economic activities that can be promoted in a non-political manner **through cross-river partnerships;**
- § Provide recommendations on the steps that the authorities on both banks and the development partners can take to **boost the SMEs sector and support cross-river economic activities** and business partnerships.
- § Produce a document including all required results of the research as well as make a public presentation of the findings to the UNDP, EU Delegation and other relevant stakeholders.

**Part II** is a study that will provide a set of practical recommendations related to the **feasibility of establishing a business incubator** in Transnistria. Part II should be based on a thorough analysis of the economic environment in TN region, a comparative regional assessment, as well as incorporate the outcomes of the scoping exercise in Part I. The study will:

- § **Identify the specific areas/sectors** where business incubator is being mostly needed; regional expertise, as well as right bank Moldova's experience and lessons learned in establishing and ruling business incubators will be duly taken into account and replicated as much as possible in the TN region.
- § Propose a practical **methodology for assisting businesses** from throughout Transnistria, with a focus on smaller cities and rural areas; including **recommended incubation period**. Whenever feasible and practical, the regional experience in SME development should be used as a model.
- § Analyze the **expected impact of establishing the business incubator**, including *detailed cost and benefit estimates*, based on the Economic Rate of Return (ERR). The costs would include the necessary financial expenses. The benefits include the value added by SMEs firms due specifically to the proposed project, as well as improved economic links between the two banks. The ERR would offer the project team a forecast of the likely economic impact that the project will yield.
- § Assess the extent of business advisory and support services that can be provided to Transnistrian SMEs as well as the potential for fostering mechanisms for joint cross-river economic activities
- § Provide a detailed description of the functions, roles and services provided by the business incubator.

#### **4. DELIVERABLES OF THE ASSIGNMENT**

The output of the assignment should be an analytical paper - "Feasibility study on Small and Medium Enterprises (SME) development in the Transnistrian region". The report will consist of two parts, as outlined above. The contractor will also prepare a presentation of the findings to all key stakeholders. All primary and secondary data and reports obtained during the mission should be delivered to the UNDP. The report is to be submitted in English and Russian, in electronic format.

The report is expected to be in line with the key basic principles that govern the UNDP process, including:

- § Independence of analysis
- § Quality of analysis
- § Participatory and inclusive preparation
- § Flexibility and creativity in preparation
- § Thorough understanding of the local environment and situation-tailored analysis
- § Clear options and recommendations based on the best practices

#### **5. IMPLEMENTATION TIMEFRAME**

The Contractor is expected to start by **last week of April 2010** at the latest. Within one week from the inception of the contract, the Contractor will provide a detailed work plan and budget, along with the structure and detailed outline of the report.

Based on the agreed upon report outline, the Contractor will prepare the first Draft of the Report and will submit it to project staff for comments and discussions by **end-May 2010**. At a minimum, the draft must contain the outline of the report. The Contractor will incorporate comments and additional data/information which will become available and will present the second draft of the report to project staff not later than **end-June 2010**. Upon completion of discussion of the second draft within the UNDP, and following on comments to be provided by UNDP-selected readers of the second draft, the Contractor will submit the final draft report by **mid-July 2010**. The Contractor will be responsible for printing the report and organizing its official launch by **end-July 2010**, as well as making presentations to key stakeholders' groups.



**NOTE:** The above-mentioned timeframe is tentative. The specific sequencing and timeframe of activities will be established once both the research institution and the consultants have been identified.

## **6. CONTRACTOR PROFILE**

Given the challenges of the task, the successful applicant will require partners in Moldova, including Transnistrian region. Ideally, the applicant would be a research consortium (international team leader and local experts preferred) with proven experiences in conducting similar research in conflict environment as well as other developing countries. The application should identify the exact legal entity/expert that will be involved in the consultancy, with clear description of their experience/record in MD, TN and internationally, as the case may be.

## **7. ELIGIBILITY CRITERIA**

- Legal entity (NGO, think tank, research institution or private consulting company) with proven experience in this area, or a consortium of NGOs and/or individual consultants are eligible to apply (consortium comprising international and local partners in Moldova and Transnistrian region preferred).
- At least 5 years of proven knowledge and experience in SMEs development
- Knowledge and understanding of Transnistria's and Moldova's business environment and its challenges
- Excellent analytical and reporting skills
- Experience in working with government organizations /local public authorities
- Excellent writing and communications skills in English; ability to communicate in Russian will be a strong advantage
- Previous experience in conducting similar research in the CIS region would be a strong advantage
- A consortium of research institutions would constitute a advantage



## 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).

<b>Price Schedule:</b>					
<b>Description of Activity/Item</b>		<b>Number of persons/ units</b>	<b>Number of days/ months/ units</b>	<b>Rate per day/month/ units (USD)</b>	<b>Estimated Amount (USD)</b>
<b>1.</b>	<b>Analysis of SME development in Transnistrian region</b>				
1.1	Remuneration of the consultants involved				
1.2	Others (please specify)				
1.3	Field work				
1	Sub-total				
<b>2.</b>	<b>Study on the feasibility of establishing a business incubator in TN region</b>				
2.1	Remuneration of the consultants involved				
2.2	Others (please specify)				
2.3	Field work				
2	Sub-total				
<b>3.</b>	<b>Out of Pocket Expenses</b>				
3.1	Communications				
3.2	Reproduction and Reports				
3.3	Equipment and materials				
3.4	Travel				
3.5	Supplies				
3	Sub-total				
	<b>TOTAL</b>				