

Request for Proposal (RFP)

Ref. no. RFP 10/00171

Date: 1 June 2010

Dear Sir/Madam,

Subject: RFP for the provision of consultancy services to carry out the assessment of administrative and fiscal decentralization

1. You are requested to submit a proposal for providing consulting services in elaborating and implementing Performance budgeting concept in Local Governments operations in Moldova 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 References (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 for the provision of consultancy services to carry out the assessment of administrative and fiscal decentralization – JILDLP”** should reach the UNDP office no later than **16 June 2010, 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

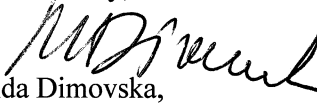
Offers shall be clearly marked with **“RFP for the provision of consultancy services to carry out the assessment of administrative and fiscal decentralization – JILDLP”**

Contact person for clarifications:

Margareta Petruschevski, Project Manager (margareta.petrusevschi@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



Annex I

Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposal (RFP) is to solicit proposals from the qualified companies to undertake a comprehensive assessment of the current state of the art in the field of administrative and fiscal decentralization, emphasizing the progress and problems and providing recommendations for advancing the decentralization reform in Moldova.

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 Proposal 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 as 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:

- **Description of the organization (experience, human resources, technical and managerial capacity in the related field);;**
- **Copy of registration certificate;**
- **Workplan and approach** (detailed description of methodology and activities, schedule, agenda);
- **CVs of involved consultants, including the role and tasks of each of them;**
- **Detailed Budget (presented in separated envelope);**
- **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 one original and 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 for the provision of consultancy services to carry out the assessment of administrative and fiscal decentralization - JILD P”

- (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 9 (*Proposal form*) and Clause 8 (*Operational and technical documentation*) above and shall have the following subject: **“Technical Proposal for: RFP for the provision of consultancy services to carry out the assessment of administrative and fiscal decentralization - JILD P”**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for: RFP for the provision of consultancy services to carry out the assessment of administrative and fiscal decentralization - JILD P”**.

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: RFP for the provision of consultancy services to carry out the assessment of administrative and fiscal decentralization - JILD P”** and separate e-mail " Financial Proposal: **RFP for the provision of consultancy services to carry out the assessment of administrative and fiscal decentralization - JILD P** “- 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 **16 June 2010, 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	40%	280					
2.	Proposed Work Plan and Approach	20%	140					
3.	Personnel	40%	280					
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	Reputation of Organisation and Staff (Competence / Reliability)	45					

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)	45						
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).	40						
1.4	Quality assurance procedures, warranty	30						
1.5	Relevance of:	60						
	Specialised Knowledge (social sciences, public administration, public policies, etc.)							20
	- Experience in similar Projects in the Region							20
	- Work for UNDP/ major multilateral/ or bilateral programmes							20
1.6	Experience in conducting and supporting quantitative and qualitative research	60						
	- less than 5 years							40
	- 5 years							50
	- more than 5 years							60
		280						

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	20					
2.2	Have the important aspects of the task been addressed in sufficient detail?	5					
2.3	Are the different components of the project adequately weighted relative to one another?	5					
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?	10					
2.5	Is the conceptual framework adopted appropriate for the task?	30					
2.6	Is the scope of task well defined and does it correspond to the TOR?	40					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	30					
		140					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel							
3.1	Task Manager	140					
		Sub-Score					
	General Qualification	120					
	Suitability for the Project						
	International Experience						
	- less than 3 years	10					
	- 3-5 years	20					
	- more than 5 years	30					

	<i>Knowledge of Moldovan Public Administration sector</i>	30							
	<i>Professional experience in the area of specialisation (management of quantitative /qualitative reviews; analysis of statistical data)</i>								
	- less than 3 years	20							
	- 3-5 years	30							
	- more than 5 years	40							
	<i>Knowledge of the region</i>	20							
	Language Qualifications		20						
			140						
3.2	<i>Senior Expert</i>			85					
			Sub-Score						
	General Qualification		70						
	Suitability for the Project								
	<i>International Experience</i>								
	- less than 3 years	10							
	- 3-5 years	15							
	- more than 5 years	20							
	<i>Knowledge of Public Administration sector</i>	20							
	<i>Professional experience in the area of specialisation (elaborating research methodologies, conducting researches, analysing and interpreting results)</i>								
	- less than 3 years	10							
	- 3-5 years	20							
	- more than 5 years	30							
	Language Qualifications		15						
			85						
3.3	<i>Junior Expert</i>			55					
			Sub-Score						
	General Qualification		40						
	Suitability for the Project								
	<i>International Experience</i>		10						
	<i>Professional Experience in the area of social sciences, LPA or other related fields</i>		15						
	<i>Experience in working with Central and local public bodies</i>		15						
	Language Qualification		15						
			55						
	Total Part 3			280					

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.

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.

United Nations Development Programme Joint Integrated Local Development Programme

TERMS OF REFERENCE

Consultancy Services for Administrative and Fiscal Decentralisation Assessment

BACKGROUND

UNDP and UNIFEM in partnership with the Government of Moldova (State Chancellery) are implementing the Joint Integrated Local Development Programme (JILDLP). The JILDLP was designed to improve the policy framework, as well as to support the administrative systems and procedures focused on efficient transfer of competencies to Local Public Administrations (LPAs), decentralization and promotion of LPAs' role in decision making. It also helps in building the capacity of LPAs to plan, implement and monitor their strategic plans and improve local public service delivery, involving civil society and community efforts and participation. Actions in the project seek to secure positive change in areas of human rights, tackling social exclusion and ensuring gender equality.

Given the overall development context, related to the impact of the political and economic crisis, and considering the priorities of the Coalition for European Integration, new Government Programme, as well as the National Development Strategy, *Decentralization, Sustainable Local Development and Democratic Local Governance* represent key issues to be addressed in order to respond to existing country priorities and development challenges. A number of international and European review bodies have identified key areas of exclusion to be resolved through reform actions.

There are four types of issues to be addressed through the proposed Programme:

- The current policy framework does not respond to the need of local public authorities and does not provide sufficient clarity on their role, authority and responsibilities. Moreover, the legal framework regarding the local public finances is not approved and there is no clarity on the advancement of fiscal decentralisation. The specific needs of women and men, girls and boys, as well as the elderly, persons with disabilities, ethnic and other minorities (and Roma in particular), persons living with HIV/AIDS and other vulnerable persons and groups, individuals or groups, are not necessarily taken into account in national policies related to local sustainable local development and good local governance;
- Weak and underdeveloped capacity of LPA to address development challenges and to fulfil their responsibilities in front of citizens. Transparency and participation of CSOs and citizens, especially women, minorities, persons with disabilities, and others in local decision making is limited. The association of LPA are highly politicised and weak in order to advocate for greater authority and resources for LPAs to better serve citizens needs. Management of services and utilities, which is one of the key responsibilities of LPA is weak. Moreover, the most vulnerable communities and groups of population (elderly, disabled, women at risk, persons with disabilities, ethnic and other minorities in particular Roma, and others) do not have access to basic public services, such as access to water, clean environment, and social services. The quality of services provided locally is low.
- Most deprived persons and communities in Moldova do not have enough capacities to access resources and participate in local development programmes, and mechanisms to ensure accountability, transparency, non-discrimination and participation are in many places missing or not functioning effectively. The deprived thus face compound forces of exclusion and may have extreme difficulties in accessing essential goods and/or services. Considering the difficult operating climate of rural communities, provision of services and relevant support to most vulnerable, more often, is lacking or is of a poor quality, due to scarce resources and limited capacity of the local authorities.

Human rights-based approach, including gender mainstreaming, is very rarely applied or taken into account.

- Communities in the Transnistrian region face a special development context given the unclear political status of the region. In addition to that, the communities from the security zone are struggling with additional barriers, including different violation of human rights from Transnistrian authorities (eg. freedom of movement).

Key components of the programme:

Policy Advisory and Advocacy Component: Program will strengthen the capacity of the key ministries and partners (the Parliamentary Commission on Decentralization, State Chancellery, Ministry of Finance, Ministry of Labour, Social protection and family, Ministry of Construction and Regional Development among others) in elaborating policies, legislation & implementation mechanisms taking into account human rights and gender equality dimensions to advance the administrative and fiscal decentralization reform that shall accelerate human rights and gender responsive development at the regional and local level. Broad participation and engagement will be the core for the design and implementation of the reform. Policy assessment shall take due regard of existing recommendations to the Government of Moldova by international and European human rights review mechanisms relevant for local inclusion, with a view to making durable progress in resolving exclusion and discrimination issues.

Local Self-Governance and Participation Component: The capacity of the rayons and municipalities to plan, budget, implement, monitor and evaluate local development as well as to manage efficiently service delivery in the targeted areas, as well as the capacity to provide services will be assessed and strengthened through applying human rights and gender equality approach.. Capacities of Associations of Local Authorities will be enhanced to advocate for better decentralisation and local development policies. Actions in the project seek to secure positive change in areas of human rights, tackling social exclusion and ensuring gender equality.

Community Empowerment Component: The JILDP will encourage and facilitate active participation of community members, including through proactive measures to engage and include women, the elderly, persons with disabilities, ethnic and other minorities (and Roma in particular), persons living with HIV/AIDS, and other persons from vulnerable or otherwise marginalized groups or communities, as the primary recipients of all local development initiatives, in the local development processes and decision-making, as well as to assist initiatives which engage excluded persons and groups, heighten their involvement in local governance, and/or overcome barriers to equality. The Joint Programme will support local communities to have better access to improved services.

Transnistria and Security zone Component: The JILDP will be expanded to the Transnistria Region and will work more thoroughly in the security zone. It will cover all 5 rayons of the region and the areas from the security zone which are based on the left bank of Nistru River but are under Moldovan Government control. 20 communities from the Transnistria region will be supported and 9 from the security zone.

The Programme will be implemented and will advocate for using Human Rights Based Approach (HRBA) and Gender equality mainstreaming (GE) which calls for greater participation, accountability, transparency and non-discrimination.

OBJECTIVES

The objective of the assignment is to undertake a comprehensive assessment of the current state of the art in the field of administrative and fiscal decentralization, emphasizing the progress and problems and providing recommendations for advancing the decentralization reform in Moldova.

More specifically, the assessment will cover the following aspects and areas:

- Review all existing studies and assessment relevant to the subject and identify gaps and areas of additional studies necessary to be conducted in order to fulfill analytical background for the strategic planning of the decentralization reform
- Assess the capacities of institutions to lead and implement the process (State Chancellery, newly created Parliamentary Commission on Decentralisation, key ministries etc.) including through

the HRBA and GE and provide recommendations for their cooperation towards improved decision-making process.

I. Administrative decentralization:

- Assess the extent to which the administrative decentralization reform has been implemented in the country: according to characteristics of the three major forms of administrative decentralization – deconcentration, delegation and devolution.
- Evaluate the impact of administrative decentralisation on local development policies with a specific emphasis on observance of human rights based approach and gender equality;
- Provide recommendations regarding the most appropriate scheme of redistribution of authority, responsibilities and financial resources among different level of government in order to advance the implementation of the administrative decentralisation reform in Moldova ultimately ensuring improved quality of public services.

II. Fiscal Decentralization:

- Review the extent to which fiscal decentralization reform has registered progress in the country by providing the adequate legal background, creating political environment, establishing relevant institutional arrangements, setting up duly functioning financial schemes and fiscal mechanisms etc..
- Assess the fiscal decentralization reform with a particular focus on the following forms:
 - a) Self-financing and cost recovery through user charges;
 - b) Co-financing or co-production arrangements;
 - c) Local revenues (property or sales taxes, indirect charges)
 - d) Intergovernmental transfers (shifting general revenues from taxes collected by the central government to local governments for general or specific uses)
 - e) sub-national borrowing – authorization of municipal borrowing and mobilization of either national or local government resources through loan guarantees.
- Evaluate the impact of fiscal decentralisation trends on local development policies;
- Describe the extent to which actual or anticipated fiscal decentralisation initiatives could promote or affect fiscal balance.
- Provide recommendations supported by clearly formulated benefits and wins towards advancement of the fiscal decentralisation reform in Moldova.

EXPECTED OUTPUTS

The expected outputs of these consultancy services will be a comprehensive analysis of the administrative and fiscal decentralization reform, progress achieved and lessons learnt, which will give a clear baseline on the current stage of the on-going processes. The assignment outputs are seen as duly elaborated inputs to the country Strategy for Decentralisation.

INSTITUTIONAL ARRANGEMENTS

The Consultancy Company will work under direct supervision of the JILDP Chief Technical Advisor, the “National legal, policy and advisory frameworks for local/regional development” JILDP Component Manager and JILDP Programme Coordinator. The Consultancy Company will cooperate closely with the State Chancellery staff, the International Consultant on Fiscal decentralization as well as with the teams of experts hired under the JILDP - the JILDP Team of Lawyers working on the analysis and improvement of the legal framework and the teams of experts working on the elaboration of the country Strategy for Decentralisation.

Equally the Consultancy Company will work closely with the UN Human Rights Adviser and JILDP/UNIFEM Program Analyst on HRBA and GE aspects and related elements of the assignment.

METHODOLOGY

In developing the administrative and fiscal decentralization assessment the consultancy company shall conduct:

- Desk review of the legal environment and policies related to administrative and fiscal decentralization in the country;
- Review the past and on-going technical assistance (policy, project, and programme documents) of the international financial institutions and donors, in the areas of administrative and fiscal decentralization, local government, and local development;

- Interviews with the CPA and LPA at municipality and rayon levels;
- Interviews with the key government stakeholders, as well as representatives of international financial institutions and donor organizations and civil society organizations and experts;
- Conduct relevant research on public finance system, with particular emphasis on sub-national government finance.

DELIVERABLES

The final products, upon completion of the assignment will be: (1) a report including the comprehensive analysis of the administrative and fiscal decentralization areas, findings, conclusions and recommendations according to the description of the assignment objective, provided above, presented in electronic version in Romanian and English languages; the quality of the report is the subject of acceptance by the JILDPC Chief Technical Advisor; (2) at least three public debates on major findings, conclusions and recommendations as well as on the final report at stages agreed with the JILDPC Chief Technical Advisor.

QUALIFICATIONS

The consultancy company shall demonstrate the following qualifications:

- At least 5 years of proven experience of research and analysis in the field of public policies, studies and research in the public administration area;
- Proven experience in the assessment of government business processes, ideally with in-depth expertise in administrative and fiscal decentralization;
- Excellent knowledge of Moldovan development context, specifically as regard CPA and LPAs sectors; development cooperation experience on issues regarding decentralization reform in the CEE would be an asset;
- Demonstrated experience in conducting multi-disciplinary studies;
- Ability to produce quality products, in due time and within cost and quality standards;
- Ability to work in a cross-cultural, multi-ethnic environment with sensitivity and respect for human rights and gender equality.
- Excellent communications and presentation skills;
- Excellent oral and written skills in Romanian and English;
- **Qualified experts with:**
 - Advanced degree in Social sciences, Local Public Administration or similar field, or equivalent working experience in the sector
 - At least 5 years of proven experience of research and analysis in the field of public policies, studies and research in the public administration area;
 - Proven record of undertaking functional and socio-economic analysis at the central and local level
 - Sound knowledge of public sector reforms generally and the reforms currently undertaken at local level by the Moldovan Government
 - Excellent analytical skills
 - Communication and interpersonal skills required for collaboration with central/local public administration representatives and service providers

DURATION OF WORK

The assignment shall be carried out in a period not exceeding 2 months.

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				
Description of Activity/Item		Number of Staff	Monthly Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
1.2	Services in Field			
2.	Out of Pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			