



Request for Proposal (RFP)

Ref.no. 2010-10-19.01/joint ILDP/

Date: 19 October 2010

Dear Sir/Madam,

Subject: RFP for selection of organization to strengthen capacities of target Local Public Authorities in mainstreaming gender and human rights based approach in planning, implementation, monitoring and evaluation activities

1. You are requested to submit a proposal for consulting services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule/Financial Proposal (Annex V)
3. Your offer comprising of (1) technical proposal and (2) price schedule/financial proposal, in separate sealed envelopes, marked with **"Consultancy services to support LPAs in strengthening their capacities related to HRBA&GE /UNIFEM Joint ILDP program"** should reach the UNDP office no later than 1 November 2010, 12:00 (Moldova time).

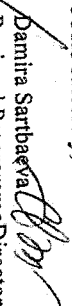
Offers can be submitted either in hard copy or electronically.

 - 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:
enders-Moldova@undp.org

Offers shall be clearly marked with **"RFP: Consultancy services to support LPAs in strengthening their capacities related to HRBA&GE /UNIFEM Joint ILDP program"**

Contact person for clarifications: Anastasia Divinskaya, International Gender Specialist, UNIFEM, Joint ILDP Programme (anastasia.divinskaya@unifem.org)
4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,


Damira Sarbaeva
Regional Programme Director
UNIFEM CIS SRO part of UN Women

Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposal (RFP) is to seek an NGO to provide conceptual, organizational and logistical support for capacity development of LPAs in Human Rights Based Approach (HRBA) & gender equality (GE) at the level of target rayons (10), towns (10) and communities (around 58). The assignment will be performed according to the ToR (Annex III) herewith. The Contract will be awarded to the Company with the best proposal, i.e. the proposal that will have the highest score according to the evaluation criteria stipulated under p.22 of Instructions to Offerors.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNIFEM 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 UNIFEM entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNIFEM 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 organization'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 UNIFEM 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 UNIFEM 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 UNIFEM 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, completed in accordance with clauses 9 and 10 (Annex V);

8. Operational and technical documentation

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

- *Company profile containing the description of relevant experience in the field (gender equality, managerial mainstreaming, human rights based approach, social inclusion etc., technical and managerial capacity in the related field);*
- *Copy of registration certificate;*
- *Work-plan and methodology (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 a separate 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 organizational 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 UNIFEM 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 **MDL and shall be VAT exclusive**. For comparison purposes, all other currencies shall be converted into Moldovan Lei using the UN Operational Rate of Exchange on the day of the competition deadline.

12. Period of validity of proposals

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

In exceptional circumstances, the procuring UNIFEM 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 authorized to bind the Offeror to the contract. The latter authorization 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 initialed by the person or persons signing the Proposal.

14. Payment

UNIFEM shall effect payments to the Contractor after acceptance by UNIFEM 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: Consultancy services to support LPAs in strengthening their capacities related to HRB&GE /UNIFEM Joint ILD program"

(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 duly identified as such.

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

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

The first e-mail message shall contain the information specified in Clause 8 (*Operational and technical documentation*) and Clause 9 (*Proposal form*) above and shall have the following subject: "Technical Proposal for RFP: Consultancy services to support LPAs in strengthening their capacities related to HRB&GE /UNIFEM Joint ILD program". The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: "Financial Proposal for RFP: Consultancy services to support LPAs in strengthening their capacities related to HRB&GE /UNIFEM Joint ILD program".

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

Having prepared the Proposal in paper format as specified in Clause "D. Submission of Proposals" hereof, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. The Subject line of the E-mail(s) should state: "Technical Proposal for RFP: Consultancy services to support LPAs in strengthening their capacities

related to HRB&GE /UNIFEM Joint ILD program" and separate email "Financial Proposal: RFP: Consultancy services to support LPAs in strengthening their capacities related to HRB&GE /UNIFEM Joint ILD program" – 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 UNIFEM entity upon its request after the completion of the technical proposals evaluation.

To assist procuring UNIFEM 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 UNIFEM entity at the address specified under clause *Sealing and marking of Proposals* no later than **1 November 2010, 12:00** local time.

The procuring UNIFEM 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 UNIFEM 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 UNIFEM 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 withdrawal is received by the procuring UNIFEM 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 UNIFEM 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 is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price 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				
			A	B	C	D	E
1. Offeror's Expertise and Capacity	30%	210					
2. Proposed Concept, Work Plan and Approach	35%	245					
3. Personnel	35%	245					
Total		700					

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points Obtainable
1.	Offeror's Expertise and Capacity, including:	
1.1	Reputation of Organisation and Staff (Competence/Reliability) in undertaking capacity development/awareness raising activities at national and local levels	35
1.2	General Organisational Capability (e.g. familiarity/experience with the tools for promotion of gender equality and human rights (such as gender responsive budgeting, gender mainstreaming, Human Rights Based Approach etc.)	35
1.3	Proven cumulative experience in trainings delivery and drafting of informational, analytical and promotional materials, including organization of various training events /round tables/materials/etc. (list of works, including similar to those under the current ToR, undertaken)	80
	- less than 5 years-	60
	- 5 years	70
	- more than 5 years	80
1.4	Relevance of:	45
	- Specialized Knowledge (gender equality, human rights, social inclusion etc.)	15
	- Experience in working in local development, capacity development for LPAs, planning, monitoring and evaluation at the local level is an advantage.	15
	- Experience with donor/international and/or national governmental organisations	15
1.5	Quality assurance procedures	15
Total Part 1		210

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Work Plan and Methodology		
2.1	The task is well understood and properly (in sufficient detail) addressed	25
2.2	Important aspects of the task are addressed in sufficient details	15
2.3	Different components of the project are adequately weighted relative to one another	15
2.4	Proposal is based on a survey of the project environment, data input is properly used in the preparation of the proposal	20
2.5	The scope of the task is well defined and corresponds to the ToR	70
2.6	Efficient and realistic work plan corresponding to the needs/specifics stipulated in the TOR (sequence of activities is realistic and will ensure effective implementation of the work plan, plan is falling in indicated under the ToR time frames)	50
2.7	The proposed methodology and approach is detailed, adequate, directly targeting the assignment and ensures a high level of confidence in the results to be obtain (both in terms of quantity and quality) as well as ensures cost-efficiency	50
Total Part 2		245

Technical Proposal Evaluation Form 3		Points Obtainable
Personnel		
3.1.	Task Manager/Team leader	Sub-score
	General Qualification	120
	<i>Prior experience of team/group leadership in undertaking similar exercise (Suitability for the Project)</i>	
	- less than 3 years	30
	- 3-5 years	40
	- more than 5 years	50
	<i>Professional experience in the area of specialization (management of project, local development, capacity development for LPAs,</i>	

	<i>Planning, monitoring and evaluation at the local level, analytical work)</i>		
	- less than 3 years	30	
	- 3-5 years	40	
	- more than 5 years	50	
	Knowledge of the region	20	
	Language qualifications: Fluency of experts in Romanian and good working knowledge of English (including written)	20	
		140	
3.2	Team members	Sub-score	105
	General qualification	90	
	Suitability for the Project		
	- education background	20	
	- professional experience in the area of specialisation (experience with the tools for promotion of gender equality and human rights, events' management etc.)		
	o less than 3 years	30	
	o 3-5 years	40	
	o more than 5 years	50	
	o knowledge of the region	20	
	Language qualifications: Fluency of experts in Romanian and good working knowledge of English (including written)	15	
	Sub-total	105	
	Total Part 3		245

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

F. Award of Contract

23. Award criteria, award of contract

The procuring UNIFEM 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 UNIFEM 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 organization 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.

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

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 UNIFEM.

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 UNIFEM for all sub-contractors. The approval of UNIFEM 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 UNIFEM 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, UNIFEM, 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 UNIFEM as additional insured;

- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNIFEM;
- (iii) Provide that UNIFEM 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 UNIFEM 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 UNIFEM 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 UNIFEM shall rest with UNIFEM and any such equipment shall be returned to UNIFEM at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNIFEM, 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 UNIFEM for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNIFEM 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 UNIFEM'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 UNIFEM in compliance with the requirements of the applicable law.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNIFEM, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNIFEM or the United Nations, or any abbreviation of the name of UNIFEM 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 UNIFEM, shall be treated as confidential and shall be delivered only to UNIFEM 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 UNIFEM, any information known to it by reason of its association with UNIFEM which has not been made public except with the authorization of UNIFEM; 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 UNIFEM, 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 UNIFEM 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, UNIFEM 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, UNIFEM 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 UNIFEM reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNIFEM 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 UNIFEM under this Article, no payment shall be due from UNIFEM 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, UNIFEM may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNIFEM 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 UNIFEM to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNIFEM to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNIFEM before the payment thereof and UNIFEM has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNIFEM 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 UNIFEM to terminate this Contract immediately upon notice to the Contractor, at no cost to UNIFEM.

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 UNIFEM to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNIFEM.

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 UNIFEM unless provided by an amendment to this Contract signed by the authorized official of UNIFEM.

Terms of Reference

For capacity development of target Local Public Authorities in mainstreaming gender and human rights based approach in planning, implementation, monitoring and evaluation activities

I. Background

UNDP and UNIFEM in partnership with the Government of Moldova (State Chancellery) are implementing the Joint Integrated Local Development Programme (Joint ILDP). The Joint ILDP 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.

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.

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

1. 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, disabled, and other vulnerable population, individuals or groups, are not necessarily taken into account in national policies related to local sustainable local development and good local governance;
2. 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 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) 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.
3. Most deprived rural communities in Moldova do not have enough capacities to access resources and participate in local development programmes. 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.
4. 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).

The proposed assignment is deemed to contribute to addressing the above key problems with a special focus on points 2 and 3 and will be implemented under the following programme component:

Local Self-Governance and Participation: 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.

The Programme will be implemented and will advocate for using Human Rights Based Approach (HRBA) focusing on the principles of non-discrimination, participation, accountability and transparency, as well as Gender equality mainstreaming (GE).

II. Objectives and activities

UNIFEM/Joint ILDP seeks an NGO to provide conceptual, organizational and logistical support for capacity development of LPAs in Human Rights Based Approach (HRBA) & and gender equality (GE) at the level of target rayons (10), towns (10) and communities (around 58). Particularly the assignment will include:

- (i) Organization of awareness raising events among LPAs on the role of LPAs in promotion of gender equality, application of specific tools like gender mainstreaming, gender responsive budgeting, human rights based approach with particular focus on addressing the needs of most vulnerable groups;
- (ii) Collection, compilation and translation into Romanian language experience/resources/information related to human rights, gender equality and rights of vulnerable groups in local development, decentralization. The selected resources will be later posted on the Decentralization web-site, and copied on CDs.

Assignment's overall objective is to raise an overall awareness on HRBA & GE and mainstreaming of HRBA & GE in their activities among LPAs and community organizations

Assignment will include two key components:

- Capacity Development/Awareness Raising – trainings delivery and drafting of informational, analytical and promotional materials;
- Logistics, organization of the events in the pilot rayons and towns, travel of the experts, handouts, presentation of trainings/round tables/materials/etc.

More specifically assignment will include the following:

- Based on the capacity development needs identified by the local consultants (sub-contractors of Joint ILDP under component 2) and the recommendations of the gender and human rights consultants of Joint ILDP, develop concept, agenda and training modules for awareness raising meetings with the representatives of LPAs of the target rayons, towns and villages. The events can target not only LPAs, but NGOs, representatives of women's and vulnerable groups etc.)
- Logistics and organization of awareness raising events, trainings/round tables/conferences/etc (rent of premises, coffee – breaks, copying of handout materials, transport expenses etc.)
- Conceptual preparation of the awareness raising events/trainings (development of the events concepts based on the actual needs and identified gaps, identification of most suitable trainers, preparation of training modules, presentations, leading the discussion, moderation, etc.)
- Collecting international resources related to human rights, gender and vulnerable groups in decentralization, local development and local public administration and compiling them into one resource pool;
- Translation in Romanian language and dissemination (including publishing, electronic and CDs) of the most relevant resources
- Assuring presentation of the resources above at the capacity building events (trainings, etc.)

III. Implementation

Implementation of this initiative will be in strict coordination, complementarities and interconnection with other Capacity Building initiatives under Joint ILDP

All tasks shall be performed by 28 February 2011.

The NGO will work under the supervision of UNIFEM/Joint ILDP International Gender Specialist and with guidance from Joint ILDP HRBA team. Working premises are responsibilities of NGO.

All capacity building and promotional activities shall be coordinated with the Joint ILDP programme team and based on the results of the:

1. UNIFEM/Joint ILDP study on vulnerable groups
2. UNDP/Joint ILDP study on de-concentrated services
3. UNDP/Joint ILDP national report on capacity assessment at rational and community levels

4. UNDP/Joint IIDP capacity assessment reports of separate LPAs
5. UNDP/Joint IIDP LPAs capacity assessment methodology

All capacity building events shall be subject to approval by UNIFEM/Joint IIDP International Gender Specialist.

Activities under this assignment should cover the following geographical areas:

<i>Rayon Councils</i>	<i>Town Halls</i>	<i>Village Halls</i>
Donduseni	Donduseni	Timova, Mosana, Scateni, Corbu
Singerei	Singerei	Cotuijenii Mici, Pereni, Iezarenii Vechi, Radodaa, Biticeni Vechi, Copaceni
Soroca	Soroca	Racovat, Zastinca, Solcani, Vaslicau, Ocolina, Volovita
Nisporeni	Nisporeni	Cioresti, Soltanesti, Valea-Trestieni, Iurceni, Seliste, Bratulenii
Calarasi	Calarasi	Paulesti, Racuila, Buda, Pinusca, Peticeeni, Horodiste
Telenesti	Telenesti	Mindrestii, Ciuhucani, Hirisenii, Suhuluceni, Coropoceni, Verejeni
Hincesti	Hincesti	Dancu, Cotul Morii, Obilenii, Nemieni, Calmatusii, Cioara, Onesti, Stolniceni, Buteni
Leova	Leova	Filipeni, Colhabovca, Tochnile-Raducanu, Saratica Noi
Cantemir	Cantemir	Tartaul, Haraghis, Tiganca, Porumbesti, Lingura, Stoianovca, Cania
Ceadir-Lunga	Ceadir-Lunga	Avdarma, Joltai, Baurci, Chiriet-Lunga

IV. Deliverables

NGO under this assignment will be responsible for the following deliverables:

1. A comprehensive report on the awareness raising/capacity development events for the LPAs of the pilot rayons and towns implemented and the report, including description of results, conclusions, lessons learned, recommendations for further actions submitted;
2. A database with resources on HR, GE and vulnerable groups in local development and decentralization compiled, translated into Romanian and disseminated.

V. Eligibility

NGO should meet the following minimum qualification criteria:

- Officially registered legal entity;
- At least 3 years of consultancy experience in gender equality, human rights & social inclusion;
- Familiarity/experience with the tools for promotion of gender equality and human rights (such as gender responsive budgeting, gender mainstreaming, Human Rights Based Approach etc);
- Profound understanding of local development context in Moldova;
- Experience in working in local development, capacity development for LPAs, planning, monitoring and evaluation at the local level is an advantage;
- Proven ability to gather, to interpret and analyze information and provide practical recommendations based on results;
- Excellent communication skills and interpersonal skills of experts – required for collaboration with local public administration and civil society representatives;
- Experience in working with and reporting to international/donor organization;
- Fluency of experts in Romanian and good working knowledge of English (including written).

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

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

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

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

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

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

The Price Schedule 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 UNIFEM reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

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

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

Price Schedule*:

Ref. Consultancy services to support LPAs in strengthening their capacities related to HRBA&GE /UNIFEM JOINT ILDP program

Description of Activity/Item	No of persons /units	No of days/month /units	Rate per day/month/ unit	Estimated Amount
1. Remuneration				
1.1 Services in Home office				
1.2 Services in Field				
1.3 Others (please specify)				
Sub-total				
2. Out of Pocket Expenses				
2.1 Travel				
2.2 Communications				
2.3 Reproduction and Reports				
2.4 Equipment and other items				
2.5 Others (please specify)				
Sub-total				
3. Management cost				
3.1 Specify				
Sub-total				

* Additional budget details explaining the calculations are welcome.