

## Request for Proposal (RFP)

Ref. no. **RfP11/00295**

Date: 26 January 2011

Dear Sir/Madam,

**Subject: RFP for the provision of training modules on the implementation of the new Moldova - EU Association Agreement**

1. You are requested to submit a proposal for training 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 technical proposal and price schedule/financial proposal, in separate sealed envelopes, marked with “**RFP: Training Programme on the implementation of the new Moldova - EU Association Agreement**” should reach the UNDP office no later than **28 February 2011, 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: Training Programme on the implementation of the new Moldova - EU Association Agreement**”

Contact person for clarifications: Alexandru Pelivan, Project Coordinator  
([alexandru.pelivan@undp.org](mailto:alexandru.pelivan@undp.org))

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

Yours sincerely,

  
Mariela Dimovska,  
Deputy Resident Representative



## Instructions to Offerors

### A. Introduction

#### 1. General

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies (professional team of experts) to organize and carry out **targeted trainings (5 Workshops, 4 to 5 working days each training session)** on a range of various topics as described below in the RfP, all **related to the implementation of the new Moldova EU Association Agreement**. Trainings will be oriented towards instruction of the Moldovan public servants on the most effective implementation of the named agreement.

#### 2. Cost of proposal

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

### B. Solicitation Documents

#### 3. Contents of solicitation documents

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

#### 4. Clarification of solicitation documents

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

#### 5. Amendments of solicitation documents

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

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

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

### C. Preparation of Proposals

#### 6. Language of the proposal

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

## 7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

## 8. Operational and technical documentation

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

- 1) Company profile and activity report regarding relevant activities performed during last 3 years (up to 3 pages);
- 2) Training's purpose and objectives for each module;
- 3) Training programme with description of each module's instructions;
- 4) Agenda of each module of the training;
- 5) CVs of the task manager (coordinator of the trainer's team) and of the trainers' team, including the role and tasks of each of them in the training;
- 6) Detailed Budget for training (presented in a separate envelope, as described in the Instructions to Offerors Section)

## 9. Proposal form

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

### (a) Management plan

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

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

### (b) Resource plan

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

### (c) Proposed methodology

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

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

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

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

#### **10. Proposal prices**

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

#### **11. Proposal currencies**

All prices shall be quoted in **US Dollars and shall be exclusive of VAT.**

#### **12. Period of validity of proposals**

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

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

#### **13. Format and signing of proposals**

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

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

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

#### **14. Payment**

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

### **D. Submission of Proposals**

#### **15. Sealing and marking of proposals**

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

(a) The outer envelope shall be:

- addressed to –

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

and,

- marked with –

**“RFP: Training Programme on the implementation of the new Moldova - EU Association Agreement”**

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

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

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

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 two e-mail messages. 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: Training Programme on the implementation of the new Moldova - EU Association Agreement**”. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: “**Financial Proposal for RFP: Training Programme on the implementation of the new Moldova - EU Association Agreement**” - DO NOT OPEN IN ADVANCE. The opening of the financial proposal must be secured with the password protected ZIP archive by the Offeror, which will be given to the procuring UNDP entity upon its request after the completion of the technical proposal evaluation.

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

## 16. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address or e-mail address specified under clause *Sealing and marking of Proposals* no later than **28 February 2011, 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	21.4%	150					
2.	Proposed Work Plan and Approach	39.3%	275					
3.	Personnel	39.3%	275					
<b>Total</b>			<b>700</b>					

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	25					
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)	15					

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.	15					
1.4	Quality assurance procedures, warranty	20					
1.5	Relevance of:	75					
	- Specialised Knowledge	15					
	- Experience on Similar Programme / Projects	25					
	- Experience on Projects in the Region	15					
	- Work for UNDP/ major multilateral/ or bilateral programmes	20					
		<b>150</b>					

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?	15					
2.2	Have the important aspects of the task been addressed in sufficient detail?	15					
2.3	Are the different components of the project adequately weighted relative to one another?	15					
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?	45					
2.5	Is the conceptual framework adopted appropriate for the task?	45					
2.6	Is the scope of task well defined and does it correspond to the TOR?	80					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	60					
		<b>275</b>					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel							
3.1	Task Manager	100					
	Sub-Score						
	General Qualification	80					
	Suitability for the Project						
	- International Experience	15					
	- Training Experience	25					
	- Professional Experience in the area of specialisation	20					
	- Knowledge of the region	20					
	- Language Qualifications	20					
		<b>100</b>					
3.2	Senior Expert	100					
	Sub-Score						
	General Qualification	80					



	Suitability for the Project								
	- International Experience	15							
	- Training Experience	25							
	- Professional Experience in the area of specialisation	25							
	- Knowledge of the region	15							
	- Language Qualifications		20						
			<b>100</b>						
3.3	Junior Expert			75					
			Sub-Score						
	General Qualification		60						
	Suitability for the Project								
	- International Experience	10							
	- Training Experience	20							
	- Professional Experience in the area of specialisation	20							
	- Knowledge of the region	10							
	- Language Qualification		15						
			<b>75</b>						
	<b>Total Part 3</b>			<b>275</b>					

## F. Award of Contract

### 23. Award criteria, award of contract

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

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

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

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

### 25. Signing of the contract

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

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

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

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

**2. SOURCE OF INSTRUCTIONS**

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

**3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

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

**4. ASSIGNMENT**

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

**5. SUB-CONTRACTING**

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

**6. OFFICIALS NOT TO BENEFIT**

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

**7. INDEMNIFICATION**

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

**8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

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

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

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

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

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

## **9. ENCUMBRANCES/LIENS**

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

## **10. TITLE TO EQUIPMENT**

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

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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

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

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

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

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

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

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

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

its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract

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

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. SETTLEMENT OF DISPUTES**

### **16.1. Amicable Settlement**

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

### **16.2. Arbitration**

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

## **17. PRIVILEGES AND IMMUNITIES**

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

## **18. TAX EXEMPTION**

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19. CHILD LABOUR**

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

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

## **20. MINES**

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

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

## **21. OBSERVANCE OF THE LAW**

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

## **22. AUTHORITY TO MODIFY**

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

## Terms of Reference

### Terms of Reference (TOR)

a) **Tender's Objective:** Selection of a specialized company to organize and carry out through the period of April – December 2011 a training programme for Moldovan public servants **on the implementation of the new Moldova - EU Association Agreement (5 targeted Workshops; 4-5 working days each training session)**;

b) **Background:**

The project has the overall objective of strengthening the institutional capacity of the Ministry of Foreign Affairs and European Integration so that it can exercise its functions in a more efficient manner, operate transparently and fulfill its European Integration commitments. The project component (**Capacity Development of Moldovan Public Authorities for European Integration**) is aiming to develop capacities of Moldovan institutions in relation to EU Integration, with immediate focus on negotiating the Association Agreement with the European Union and implicitly its implementation. Assistance shall focus on: creation of the appropriate institutional capacity within the Moldovan public administration; strengthening the national negotiation and expertise individual capacity; development of the implementation capacity.

On January 12, 2010 in Chisinau took place the first round of negotiations on the Association Agreement between the European Union and the Republic of Moldova. By the end of the 2010, nineteen Chapters of the Agreement have been negotiated, eleven of which even provisionally closed. Therefore, preparation of the Moldovan public servants for the post-negotiation phase of the Agreement has become a priority, especially on the implementation of some, particularly demanding efforts chapters.

Thus, particular attention should be given to improving the individual capacity level expertise needed for the transposition and effective in-time implementation of the Agreement's Chapters and respective Annexes. This is conditioned by the fact that the vast majority of the EU *acquis* to be transposed and implemented by Moldovan Government has to fit in specific timetables indicating various deadlines upon which the EU provisions must be (transposed) and effectively implemented. Transposition, adoption and entry in force of a transposing act can be accomplished by trained staff in relatively short period of time, while its effective implementation may take several (sometimes many) years, depending on financial, budgetary, human, institutional, social and other efforts needed to be met by Republic of Moldova.

With the aim to ensure an adequate quality of transposition and further implementation of the EU *acquis*, relevant public administration staff must be well equipped to conduct those works, well aware of the available legal approximation guidelines and best practices in transposing and implementing EU legislation in their particular field.

Over 250 (two hundred and fifty) public servants will be entrusted with legal approximation tasks in terms of implementation of the Agreement. Quick assessments of the individual capacities of this personnel indicates that such trainings will be highly needed.

Targeted training, studying courses and personal coaching can narrow the gap between the EU's expectations and the quality of Moldovan reforms under the Association Agreement. This goes also in line with the Recommendation of the European Commission for the future negotiations of the Deep and Comprehensive Free Trade Area (DCFTA) between Moldova and the EU to establish a training programme for all staff involved in the DCFTA negotiations and the institutions which will implement and enforce new regulations and legislation.

c) **The purpose of the trainings is to improve functional legal approximation (transposition and effective implementation (including preliminary assessment of financial – economic substantiation of legal drafts) capacities to enable the responsible staff to easily manage general legal transposition**

**tactics and the tips for effective implementation. It also aims to identify, sector-specific approaches for better results in terms of legal approximation of specific annexes of the Agreement (general and sector-specific EU knowledge).**

The intended audience for the trainings is public servants from various public administration authorities.

**Trainings should be designed to cover the following topics:**

- 1) Legal Approximation techniques. Best practices to be used in the transposition of the EU Acquis;
- 2) Training on EU Energy Policy and Energy Community;
- 3) EU employment, social and equal opportunity policy and implementation of the EU legislation referred to relevant annex of the new Republic of Moldova-European Union Association Agreement (MD-EU AA);
- 4) EU environmental policy and the implementation of the environmental legislation referred to the relevant annex of the new MD-EU AA (focus on acts included in the National Plan for Legal Approximation for 2012);
- 5) EU transport policy (air, railway, maritime and inland waterways) and implementation of the EU legislation referred to relevant annex of the new MD-EU AA;
- 6) EU consumer protection policy and implementation of the EU legislation referred to relevant annex of the new MD-EU AA;
- 7) Assessment of the financial-economic substantiation of the legal acts - precondition for the transposition and effective implementation of the EU legislation;
- 8) EU personal data protection policy and legislation;
- 9) European Union after the Lisbon Treaty – main legal, institutional and policy changes;
- 10) "Roadmap for successful Granting of EU Funds" to familiarize with the features of all EU funding programs for which Moldova is eligible and with cycle management programs / projects funded by EU;

**Output: It is expected that after the delivery of the trainings, the trainees will achieve complex set of theoretical knowledge and practical skills to deal with legal approximation issues.**

**d) The selected company will:**

- Develop the training module (covering above mentioned areas) (including agenda, working methods and procedures, background materials and evaluation forms of participants);
- Compile the agenda and all trainings materials to be approved and printed and submit the final version to the Project Coordinator in due time;
- Prepare and provide information materials (existing legislation, Reports, Studies, Assessments, articles etc.) regarding the implementation (of Agreements with EU) process;
- Prepare the handouts for participants at the trainings;
- Prepare and submit to the Project Coordinator a list of stationery and equipment needed for the delivery of the trainings and will be responsible for their proper use;
- Deliver 5 (five) workshops;
- Organize debriefing on each training day and adjust the training agenda and sessions if needed;
- Prepare the evaluation forms for the participants at the training;

- Ensure submission of evaluation forms filled in by participants to the trainings to the Project Coordinator;
- Develop and submit to the Project Coordinator reports after each training delivered;

**The method of instruction through experience with interactive techniques (not less than 50 %) will be used during the learning sessions;** every training being finalized with an evaluation.

The training provider will apply “learning while doing” method focusing on interactive style of training.

Each training module shall have **4 to 5 working days (according to schedule below)**.

Trainings will be coordinated with the UNDP Team and Ministry of Foreign Affairs and European Integration and will be adjusted according to the necessities.

The trainings services provider will propose a set of relevant support materials/handouts for the trainings’ subjects.

Trainings will be in Romanian and/or English and will be carried out in Chisinau. **Translation services will be provided where necessary (should NOT be included in the proposal).**

- e) **The training reports** should be provided not later than five days after conclusion of each of the training modules, the contractor shall present to the Project Coordinator the electronic version of the Report (after each training module).

The Reports will include the following:

- Concise presentation of each training sessions’ content and of applied methods, including the most important, attractive ideas of participants on the discussed subjects;
- Conclusions and recommendations based on lessons learnt for future interventions;
- Evaluation forms, filled in by participants;
- Other relevant materials;

f) **Technical Evaluation Criteria for Applicants** (see Evaluation form no.1 of Annex. 1):

1. Expertise of Firm at least 3 years of working experience in developing and delivering training programs (with emphasis on implementation of Agreements with European Union);
2. Work Plan and Innovative Approaches for the Realization of Proposed Requirements;
3. Qualified Personnel with relevant experience in the area.

g) **Applicants will submit:**

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

1. Company profile and activity report regarding relevant activities performed during last 3 years (up to 3 pages);
2. Training’s purpose and objectives for each module;
3. Training programme with description of each module’s instructions;
4. Agenda of each module of the training;
5. CVs of the task manager (coordinator of the trainer’s team) and of the trainers` team, including the role and tasks of each of them in the training;
6. Detailed Budget for training (presented in a separate envelope, as described in the Instructions to Offerors Section).



**Tentative schedule:**

**Workshop I (5 days) to be organized and delivered by 15 April 2011**

**1. European Union after the Lisbon Treaty – main legal, institutional and policy changes**

**First day** – max. 40 participants from various Moldovan Public Administration institutions.

**2. Legal Approximation techniques. Best practices to be used in the transposition of EU *acquis* .**

**Second day** – max. 40 participants from various Moldovan Public Administration institutions.

Following should be taken in consideration by the offeror at the development of the agenda:

- Short description of TAIEX Law Approximation Database and of the opportunities it offers.
- Examples of EU legislation transposed by Member States (if transposing methods are different for the same EU act).
- Legal transposition of provisions from the large variety of EU legislation (from treaties till opinions and recommendations). Practical exercises.
- Transposition of the EU Case law - experience of other similar to Moldova countries aspiring for integration.
- Traditional legal drafting habits versus commitments vis-à-vis EU. How to balance?
- Latest trends of the European Commission to adopt legislation.
- Thinking about implementation before or after drafting the draft?
- Interactive Case Studies and Practical examples.

**3. Assessment of the financial - economic substantiation of the legal drafts - precondition for the transposition and effective implementation of the EU legislation**

**Third day** – max. 40 participants from various Moldovan Public Administration institutions.

Following should be taken in consideration by the offeror at the development of the agenda:

- Financial - economic substantiation of the legal drafts to ensure Oversight and Quality of the implementation.
- Calculating the impact over the budget and identifying other means needed for effective implementation of the act.
- Identifying available for the implementation resources (budgetary, staff, etc).
- Data collection and stakeholder Consultation.
- Choosing analytical methods.
- Interactive Case Studies.
- Practical examples.

**4. Training on EU Energy Policy and Energy Community**

**Fourth day** – max. 40 participants from various Moldovan Public Administration institution.

Following information should be taken in consideration by the offeror at the development of the agenda:

- Introduction in EU Energy Policy and Energy Community
- Energy Community Treaty
- Objectives, activities and institutions.
- Decision making process.

- Moldova to make maximum use of its opportunities while chairing the Energy Community Treaty in 2011.
- Lessons learned from other states Presidency experiences. DOs and DONTs.
- Negotiations with the Energy Community Secretariat.
- Best practices in transposing and implementing Energy Community Treaty legislation. Practical examples.

## 5. Training on EU personal data protection policy and legal framework

**Fifth day** – max. 40 participants from each Moldovan Public Administration institution.

Following should be taken in consideration by the offeror at the development of the agenda:

- General overview of Council of Europe Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data of 28 January 1981,
- General overview of EU policy in the field of personal data protection.
- Presentation of the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data
- Two examples of relevant EU and national (Member State) judicial case law on data protection.

## Workshop II (4 days) to be organized and delivered by 15 May 2011

### 1. Training on Legal Approximation techniques. Best practices to be used in the transposition of the EU Acquis.

**First day** – max. 40 participants from various Moldovan Public Administration institutions.

Following should be taken in consideration by the offeror at the development of the agenda:

- Short description of TAIEX Law Approximation Database and of the opportunities it offers.
- Examples of EU legislation transposed by Member States (if transposing methods are different for the same EU act).
- Legal transposition of provisions from the large variety of EU legislation (from treaties till opinions and recommendations). Practical exercises.
- Transposition of the EU Case law - experience of other similar to Moldova countries aspiring for integration.
- Traditional legal drafting habits versus commitments vis-à-vis EU. How to balance?
- Latest trends of the European Commission to adopt legislation.
- Thinking about implementation before or after drafting the draft?
- Interactive Case Studies and Practical examples.

### 2. Training on Assessment of the financial - economic substantiation of the legal drafts - precondition for the transposition and effective implementation of the EU legislation

**Second day** – max. 40 participants from various Moldovan Public Administration institutions

Following should be taken in consideration by the offeror at the development of the agenda:

- Financial - economic substantiation of the legal drafts to ensure Oversight and Quality of the implementation.
- Calculating the impact over the budget and identifying other means needed for effective implementation of the act.
- Identifying available for the implementation resources (budgetary, staff, etc).

- Data collection and stakeholder Consultation.
- Choosing analytical methods.
- Interactive Case Studies.
- Practical examples.

### **3. Training on EU consumer protection policy and implementation of the EU legislation referred to relevant annex of the new MD-EU AA**

**Third and fourth days** – max. 30 participants from the following Moldovan Public Administration institutions: State inspectorate for Consumer Protection, Judges dealing with files on unfair clauses violating consumer rights, Ministry of Economy, Centre for Legal Approximation, National Bank of Moldova, Ministry of Finances, Ministry of Foreign Affairs and European Integration, Parliament.

Following should be taken in consideration by the offeror at the development of the agenda:

- General overview of the EU policy in the field of consumer protection.
- Examples of best practices and mechanisms for effective transposition and implementation of the Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, in the context of its subsequent transposition and implementation by Moldova (Enforcement of national laws and bylaws, Examination of cases by the courts (EU and national level), Tools for effective identification and evaluation of unfair clauses etc.)
- Examples of best practices and mechanisms for effective transposition and implementation of the Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers, in the context of its subsequent transposition and implementation by Moldova (Possible barriers in enforcing implementing national laws and bylaws, Expected impact of the enforced national legislation on the local banking sector, etc.)

### **Workshop III (5 days) to be organized and delivered by 15 June 2011**

#### **1. Legal harmonisation techniques. Best practices to be used in the transposition of the EU Acquis**

**First day** – max. 40 participants from various Moldovan Public Administration institutions

Following should be taken in consideration by the offeror at the development of the agenda:

- Short description of TAIEX Law Approximation Database and of the opportunities it offers.
- Examples of EU legislation transposed by Member States (if transposing methods are different for the same EU act)
- Legal transposition of provisions from the large variety of EU legislation (from treaties till opinions and recommendations). Practical exercises
- Transposition of the EU Case law - experience of other similar to Moldova countries aspiring for integration.
- Traditional legal drafting habits versus commitments vis-à-vis EU. How to balance?
- Latest trends of the European Commission to adopt legislation.
- Thinking about implementation before or after drafting the draft?
- Interactive Case Studies and Practical examples.

#### **2. Assessment of the financial - economic substantiation of the legal acts - precondition for the transposition and effective implementation of the EU legislation.**

**Second day** – max. 40 participants from various Moldovan Public Administration institutions

Following should be taken in consideration by the offeror at the development of the agenda:

- Financial - economic substantiation of the legal drafts to ensure Oversight and Quality of the implementation.
- Calculating the impact over the budget and identifying other means needed for effective implementation of the act.
- Identifying available for the implementation resources (budgetary, staff, etc).
- Data collection and stakeholder Consultation.
- Choosing analytical methods.
- Interactive Case Studies.
- Practical examples.

### **3. EU transport policy (railway, air and maritime and inland waterways) and implementation of the EU legislation referred to relevant annex of the new MDA-EU Association Agreement**

**Third, fourth and fifth days** – max. 35 persons from the following Moldovan Public Administration institutions: Ministry of Transports and Road Infrastructure, State Administration for Civil Aviation, Ministry of Economy, Centre for Legal Approximation, Ministry of Foreign Affairs and European Integration, Parliament

Following should be taken in consideration by the offeror at the development of the agenda:

- General overview of EU policy and relevant to Moldova legal framework in Air transport sector. Main legal and institutional cornerstones.
- General overview of EU policy and relevant to Moldova legal framework in railway transport sector. Main legal and institutional cornerstones.
- General overview of EU policy and legal framework in maritime and inland waterways transport sectors. Main legal and institutional cornerstones.

### **Workshop IV (4 days) to be organized and delivered by 15 September 2011**

#### **1. Legal harmonisation techniques. Best practices to be used in the transposition of the EU Acquis**

**First day** – max. 40 participants from each Moldovan Public Administration institution.

Following should be taken in consideration by the offeror at the development of the agenda:

- Short description of TAIEX Law Approximation Database and of the opportunities it offers.
- Examples of EU legislation transposed by Member States (if transposing methods are different for the same EU act)
- Legal transposition of provisions from the large variety of EU legislation (from treaties till opinions and recommendations). Practical exercises
- Transposition of the EU Case law - experience of other similar to Moldova countries aspiring for integration in EU.
- Traditional legal drafting habits versus commitments vis-à-vis EU. How to balance?
- Latest trends of the European Commission to adopt legislation.
- Thinking about implementation before or after drafting the draft?
- Interactive Case Studies and Practical examples.

#### **2. Assessment of the financial- economic substantiation of the legal drafts - precondition for the transposition and effective implementation of the EU legislation**

**Second day** – max. 40 participants from various Moldovan Public Administration institutions.

Following should be taken in consideration by the offeror at the development of the agenda:

- Financial - economic substantiation of the legal drafts to ensure Oversight and Quality of the implementation.

- Calculating the impact over the budget and identifying other means needed for effective implementation of the act.
- Identifying available for the implementation resources (budgetary, staff, etc).
- Data collection and stakeholder Consultation.
- Choosing analytical methods.
- Interactive Case Studies and Practical examples.

3. **"Roadmap for successful Granting of EU Funds" to familiarize with the features of all EU funding programs for which Moldova is eligible and with cycle management programs / projects funded by EU**

**Third day** – max. 40 participants from various Moldovan Public Administration institutions.

- EU financial assistance policy and enlargement. (Assistance available for Moldova at different stages of EU pre-accession and accession phases).
- Programming and operational management of EU financial assistance.
- Project management cycle.
- Implementation of EU financial assistance.
- Classic examples of financial assistance instruments. Practical exercises.

4. **EU environmental policy and the implementation of the environmental legislation referred to the relevant annex of the new MD-EU AA**

**Fourth day** - max. 35 participants from the following Moldovan Public Administration institutions: Ministry of Environment and subordinated institutions, Ministry of Health, Centre for Legal Approximation, Ministry of Finance, Ministry of Health, Ministry of Agriculture, Ministry of Economy, Ministry of Foreign Affairs and European Integration, Parliament.

Following should be taken in consideration by the offeror at the development of the agenda:

- Overview of EU policy on climate change.
- Overview of EU policy on air quality.
- Best practices in implementing Directive 2008/50/EC of the European Parliament and the Council of 21 May 2008 on ambient air quality and cleaner air for Europe. Financial Issues and calendar.
- Best practices in implementing Directive 2001/81/EC of the European Parliament and the Council of 23 October 2001 on national emission ceilings for certain atmospheric pollutants. Financial Issues and calendar.

**Workshop V (4 days) to be organised and delivered by 30 October 2011**

1. **"Roadmap for successful Granting of EU Funds" to familiarize with the features of all EU funding programs for which Moldova is eligible and with cycle management programs / projects funded by EU**

**First and second days** – max. 40 participants from each Moldovan Public Administration institution.

Following should be taken in consideration by the offeror at the development of the agenda:

- EU financial assistance policy and enlargement (Assistance available for Moldova at different stages of EU pre-accession and accession phases).
- Programming and operational management of EU financial assistance.
- Project management cycle.
- Implementation of EU financial assistance.
- Classic examples of financial assistance instruments. Practical exercises.

2. **EU employment, social and equal opportunity policy and implementation of the EU legislation referred to relevant annex of the new MD-EU AA**

**Third and fourth days** – max. 28 participants from the following Moldovan Public Administration institutions: Ministry of Social Protection and Family, Centre for Legal Approximation, Ministry of Finance, Ministry of Justice, Ministry of Health, Ministry of Economy, Ministry of Foreign Affairs and European Integration, Parliament.

Following should be taken in consideration by the offeror at the development of the agenda:

- General overview of the EU policy in the field of employment, social and equal opportunity.
- Examples of best practices and mechanisms for effective transposition and effective implementation of the following EU legal acts, in the context of their subsequent transposition and implementation by Moldova:
  - o Council Directive 97/81/EC of 15 December 1997 concerning the Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC - Annex: Framework agreement on part-time work
  - o Council Directive 91/383/EEC of 25 June 1991 supplementing the measures to encourage improvements in the safety and health at work of workers with a fixed- duration employment relationship or a temporary employment relationship
  - o Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses
  - o Directive 2002/14/EC of the European Parliament and of the Council of 11 March 2002 establishing a general framework for informing and consulting employees in the European Community - Joint declaration of the European Parliament, the Council and the Commission on employee representation
  - o Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation
  - o Council Directive 2004/113/EC of 13 December 2004 implementing the principle of equal treatment between men and women in the access to and supply of goods and services
  - o Directive 92/85/EEC of 19 October 1992 on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding
  - o Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work
  - o Council Directive 89/654/EEC of 30 November 1989 concerning the minimum safety and health requirements for the workplace (first individual directive within the meaning of Article 16(1) of Directive 89/391/EEC)
  - o Directive 2009/104/EC of the European Parliament and of the Council of 16 September 2009 concerning the minimum safety and health requirements for the use of work equipment by workers at work

The offeror can suggest alternative dates for the trainings. Those must be coordinated in advance with the UNDP Team and MFAEI and will be adjusted according to the necessities.

Each workshop shall have **4 to 5 days/ working days training sessions**

Total number of workshops: **5 (five)**



## 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 in electronic format on CD or diskette.

<b>Price Schedule:</b>				
<b>Request for Proposals for the provision of training modules on the implementation of the new Moldova - EU Association Agreement</b>				
<b>Description of Activity/Item</b>		<b>Number of Staff</b>	<b>Monthly Rate</b>	<b>Estimated Amount</b>
<b>Workshop I (5 days) - to be delivered by 15 April 2011</b>				
<b>1.</b>	<b>Remuneration</b>			
1.1	Services in Home office			
1.2	Services in Field			
<b>2.</b>	<b>Out of Pocket Expenses</b>			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			
<b>Workshop II (4 days) to be delivered by 15 May 2011</b>				
<b>1.</b>	<b>Remuneration</b>			
1.1	Services in Home office			
1.2	Services in Field			
<b>2.</b>	<b>Out of Pocket Expenses</b>			
2.1	Travel			



2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			

### **Workshop III (5 days) to be delivered by 15 June 2011**

<b>1.</b>	<b>Remuneration</b>			
1.1	Services in Home office			
1.2	Services in Field			
<b>2.</b>	<b>Out of Pocket Expenses</b>			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			

### **Workshop IV (4 days) to delivered by 15 September 2011**

<b>1.</b>	<b>Remuneration</b>			
1.1	Services in Home office			
1.2	Services in Field			
<b>2.</b>	<b>Out of Pocket Expenses</b>			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			

### **Workshop V (4 days) to be delivered by 30 October 2011**

<b>1.</b>	<b>Remuneration</b>			
1.1	Services in Home office			
1.2	Services in Field			
<b>2.</b>	<b>Out of Pocket Expenses</b>			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			

**\* Please be informed that the “Building Institutional Capacity of the Ministry of Foreign Affairs and European Integration” project, UNDP Moldova, assumes the responsibility to cover all accommodation, transportation, meals, translation expenses for trainees, as well as conference room rent, therefore these expenses should NOT be included in financial proposal.**