

Request for Proposal (RFP)

Ref. no. RfP11/00306

Date: 1 March 2011

Dear Sir/Madam,

Subject: RFP for the provision of consultancy services for planning and management of protected area system.

1. You are requested to submit a proposal for planning and management of protected areas services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule/Financial Proposal (Annex V)
3. Your offer comprising of technical proposal and price schedule/financial proposal, in separate sealed envelopes, marked with **“RFP: Planning and management of protected area system”** should reach the UNDP office no later than **10 March 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: Planning and management of protected area system”**

Contact person for clarifications: Iulian Gisca, Project Manager (iulian.gisca@undp.org)
Alexandru Rotaru, Project Assistant (alexandru.rotaru@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,



Diana Schirca,
Operations Manager



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

The purpose of this Request for Proposal (RFP) is to solicit proposals from the qualified companies for provision of consultancy services for planning and management of protected area system.

2. Cost of proposal

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

B. Solicitation Documents**3. Contents of solicitation documents**

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

4. Clarification of solicitation documents

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

5. Amendments of solicitation documents

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

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

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

C. Preparation of Proposals**6. Language of the proposal**

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

7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

8. Operational and technical documentation

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

- **Company profile;**
- **Copy of registration certificate;**
- **Monthly work plan and approach;**
- **CVs of proposed staff;**
- **Detailed financial proposal (presented in a separate envelope);**
- **3 Reference Letters;**
- **Other relevant documents.**

9. Proposal form

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

(a) Management plan

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

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

(b) Resource plan

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

(c) Proposed methodology

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

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

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

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

10. Proposal prices

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

11. Proposal currencies

All prices shall be quoted in **US Dollars and shall be exclusive of VAT**. For comparison purposes, all other currencies shall be converted into **US Dollars** 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 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: Planning and management of protected area system”

- (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

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: Planning and management of protected area system”**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for RFP: Planning and management of protected area system”** – 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 **10 March 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	30%	140					
2.	Proposed Work Plan and Approach	50%	350					
3.	Personnel	20%	210					
Total			700					

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	25					
1.2	Litigation and Arbitration history	10					
1.3	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)	20					
1.4	Quality assurance procedures, warranty	15					
1.5	Relevance of: - Specialised knowledge in biodiversity conservation - Specialised knowledge and experience in PA planning and management - Experience on Similar Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes	70					

Total Form 1	140					
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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?	25					
2.2	Have the important aspects of the task been addressed in sufficient detail?	40					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is the conceptual framework adopted appropriate for the task?	45					
2.5	Is the scope of task well defined and does it correspond to the TOR?	120					
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100					
Total Form 2		350					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Personnel								
3.1	Team Leader	Sub-Score	70					
	General Qualification	60						
	Suitability for the Project							
	- Relevant “environmental” studies	15						
	- Professional Experience in biodiversity conservation planning and management	25						
	- Knowledge of the protected area system	20						
	Language Qualifications	10						
		70						
3.2	Team of Experts	Sub-Score	140					
	General Qualification	130						
	Suitability for the Project							
	- Relevant “environmental” studies	20						
	- Professional Experience in the PA planning and management	45						
	- Knowledge of the protected area system	25						
	- Knowledge and experience of environmental legislation	25						
	- Experience of working in a team	15						
Language Qualifications	10							
		140						
Total Form 3			210					

F. Award of Contract

23. Award criteria, award of contract

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

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

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

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

25. Signing of the contract

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

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

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

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

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

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

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

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

9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

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

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

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

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15. TERMINATION

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

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration

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

17. PRIVILEGES AND IMMUNITIES

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

18. TAX EXEMPTION

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

19. CHILD LABOUR

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

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

20. MINES

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

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

21. OBSERVANCE OF THE LAW

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

22. AUTHORITY TO MODIFY

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

Terms of Reference

Duration of Employment: March 2011 – April 2012

Background:

The United Nations Development Programme (UNDP), acting as an implementing agency of the Global Environment Facility (GEF), is providing assistance to the Moldovan Ministry of Environment in the implementation of the GEF Medium Size Project (MSP) “Improving coverage and management effectiveness of the Protected Area System in Moldova”. The protected area system (PAS) of Moldova is not uniformly distributed in the landscape and there are substantial gaps, particularly in terms of steppe habitats, that need to be addressed to ensure the adequate representation of the main types of ecosystems. Protected areas are also highly fragmented in the landscape and are not achieving the conservation objectives for landscape-scale ecological processes. Large number of species, ecosystems and ecological processes are not adequately protected and the management regimes (management objectives, governance types or management effectiveness) of the existing protected areas do not provide full security for particular species or ecosystems.

The ‘National Action Plan on Capacity Building for Integrated Implementation of the Rio Conventions 2006-2010’ emphasizes that a strategic priority for the Ministry of Environment is to: develop norms and standards for protected areas; to increase income streams for protected areas by developing their financial sustainability; and to increase the skills and competence levels of staff in protected area planning and management.

The project supports the Ministry of Environment in developing norms and standards for the different categories of protected areas in the PAS, developing operational guidelines for protected area management.

Scope of the assignment:

The service provider, under the direct supervision and in close collaboration with Protected area institutional, planning and management international expert will be responsible for: development of the PA norms and standards; development of a set of Operational Guidelines for successful management of protected areas; and based on them propose amendments to the national legislative and regulatory framework. **No primary research is needed for developing the materials** (PA norms and standards, Operational Guidelines). All specified materials will be adapted to the Moldovan situation, institutional and regulatory framework based on existing and available literature and resources. A participative process will be undertaken by the service provider in the iterative drafting of the directions, including focal issue-based workshops and meetings with Ministry of Environment, Moldsilva, other public institutions, research institutions, university faculties, NGO’s and individual specialists. The staff will be introduced to global and regional best practice through interactive workshop. At the end of assignment the Service Provider additional workshop for counterpart staff in the Ministry of Environment and other interested institutions should be facilitated with the objective to familiarize with developed PA norms and standards and PA Operational Guidelines.

The contracted service provider will liaise with international conservation agencies to benchmark the directions against global best practice. Also at the beginning of the assignment the Service provider together with Project Management Unit and Protected Area Institutional, Planning and Management International Expert will agree on a joint plan of work.

The service provider will cooperate with the forestry and administrative authorities and other agencies involved in the project implementation, as well as with representatives from academia, environmental NGOs in defining priority biodiversity issues and areas that should be key project issues.

Scope of Work:

The service provider assisted by Protected area institutional, planning and management international expert will provide following services, but not limited to:

- I. Reviewing the international experience, best practices and on legal framework related to PA planning and management. assist Protected area institutional, planning and management international expert in facilitating 1 (one) interactive workshop (approximately 20 persons) for staff of Ministry of Environment, Forest Agency Moldsilva, Academy of Science, other public institutions, research institutions, academia, NGO's, to introduce to global and regional best practices of PA Planning and Management. PMU will provide all necessary logistic assistance (renting room, coffee breaks, printing, promotional materials etc.)
- II. Based on international best practices, national legislation, and based on a consultation process with all stakeholders develop a **Standardized General Norms and Standards and Operational Guidelines** for each protected area category (National and International importance) with following content, but not limited to:
1. Definition, scope and purpose of the category of protected area
 2. Process for designation of the category of protected areas
 3. The legal basis (national and international) for the category of protected area.
 4. The criteria that should be used to assign the category to a protected area
 5. The system (or systems) of governance to be used for the category of protected area.)
 - a. Subordination
 - b. Management responsibility
 - c. Advisory bodies, their composition, responsibilities and methods of functioning)
 - d. Model organizational chart
 - e. Means for consultation and participation by stakeholders
 6. Specification of the basic framework for management of sites in the category:
 - a. General management objectives for sites in the category.
 - b. Zoning (including external buffer zone)
 - c. Allowable activities, and restrictions applying to the entire area and to each zone incentives, , penalties and fines applying
 - d. Treatment of state/local public authorities and private land in protected areas of the category.
 - e. Research and monitoring activities.
 - f. Guarding, conservation and protection activities
- III. Based on international best practices in domain of planning and management of PA's, inputs and suggestions from Protected area institutional, planning and management international expert, existing literature and resources develop and adapt the detailed guide for elaboration of management plans for PAs to the Moldovan situation, institutional and regulatory framework. The guide should have the following content but not limited to:
- a) General part:
 - Definition of management plan
 - Scope and set of objectives
 - Participation in the planning process (What is meant by participation?, Why participation should be encouraged?, Benefits of participation, risks and difficulties of participation, Optimum level of participation, Types of participation, The main groups that may be involved in the planning process).
 - Key Stages in Development of a Management Plan
 - b) Content of the management plans.
 1. Basic protected area management plan (eg. for small and/or non-complex PA's). The proposed structure:

Part 1. Brief description of the site:

- a) General information
- b) Key environmental conditions and values.
- c) Key socio economic conditions and values (including an initial stakeholder analysis)
- d) Main threats and risks

Part 2. Action Plan

- a) Essential research and survey work
- b) Environmental and biodiversity management and protection actions.
- c) Socio economic and cultural actions
- d) Tourism and recreation actions
- e) Governance actions
- f) Resource requirements (staffing, investments, equipment, operational budget)

2. Full management plan for protected areas (for major protected areas with own administration (Scientific Reserves, National Parks, Biosphere Reserves, Wetlands of international importance and where necessary larger or more complex sites in other categories). The proposed structure of the management plan see in Annex VI.

Note: the Service Provider will provide clear guidelines and descriptions on the contents of each section of management plans, specified above.

- IV. Based on international best practices in the domain of planning and management of PA's, suggestions from Protected area institutional, planning and management international expert and existing literature and resources ,develop and adapt the operational guidelines for the sustainable conservation of PAs to the Moldovan situation, institutional and regulatory framework. The guide should contain following sections, but not limited to:
- Conservation of biological diversity (at the species, habitat and ecosystem level).
 - Cultural and natural heritage protection.
 - Zoning
 - The impact of climate change on protected areas. Mitigation and adaptation.
 - Ecological rehabilitation and restoration works
 - Management of invasive alien species.
 - Evaluation, reporting and monitoring.
- V. Based on international best practices in domain of planning and management of PA's, suggestions from Protected area institutional, planning and management international expert and existing literature and resources to develop and adapt the guideline for operational management in PAs to the Moldovan situation, institutional and regulatory framework. The guide should have following content, but not limited to:
- Guarding, and protection activities in protected areas (fire management, controlling diseases and pests management, grazing, poaching and fishing, etc). Prevention and control.
 - Human intervention management (agriculture, forestry, infrastructure, construction, transport, hunting, grazing, poaching and haymaking).
 - Finance management: sources and financial mechanisms for management of protected area network and individual protected areas,
 - Mapping (GIS) and cadastre for new or modified protected areas.
 - Conflict management in protected areas (incl. with local population).
 - Evaluation, monitoring and reporting of efficient and inefficient management of protected

areas.

- VI.** Based on international best practices in domain of planning and management of PA's, suggestions from the Protected area institutional, planning and management international expert and existing literature and resources, develop and adapt the operational guidelines for tourism development and visitor management in protected areas. The guide should have following content, but not limited to:
1. Introduction (definition, scope) of tourism development and visitor management in protected areas
 2. Tourism in protected areas (trends, principles, benefits, risks and impacts).
 3. Tourism planning in protected areas (legislative and regulatory framework, goals and objectives, consultation process, conflict resolving, development and implementation of tourism development plan).
 4. Tourism and visitor management
 - Visitor management principles
 - Zoning of protected areas in terms of tourism development.
 - Risk management and visitor safety.
 - Infrastructure and services
 - Rules for visitors behavior
 5. Tourism economy in protected areas (protected area tourist capacity assessment, economic assessment of tourism, tourism economic impact assessment).
 6. Financial aspects of tourism in protected areas (funding and fundraising in protected areas. Fees for tourism services and collecting arrangements.)
 7. Human resources for tourism development in protected areas (assessment of needed staff, describing skills and responsibilities).
 8. Measures for tourism monitoring in protected areas (monitoring system, development and implementation of the monitoring plan).
 9. Conclusions
- VII.** Based on international best practices in domain of monitoring and reporting of PA's, inputs and suggestions from Protected area institutional, planning and management international expert and existing literature and resources, develop and adapt the existing detailed standard form for protected area monitoring and reporting to the Moldovan situation, institutional and regulatory framework. and provide detailed explanations to it.
- VIII.** Organize a workshop to familiarize all stakeholders involved in planning and management of protected area system (Ministry of Environment and subordinated institutions, Forest Agency Moldsilva, Academy of Sciences) with all developed materials and guidelines. PMU will provide all necessary logistic assistance (renting room, coffee breaks, printing, promotional materials etc.)
- IX.** Based on developed standardized general norms and standards for each protected area category and all PA operational guidelines, in collaboration with project legal adviser and in consultation with all interested and affected stakeholders, propose amendments to the national legislative and regulatory framework. This activity should include:
- Assessment and gap analysis of current legislation in domain of PA planning and management
 - Based on standardized general norms and standards for each protected area category, all PA operational guidelines and PA legislative gap analysis propose detailed

amendments to the current PA legislation or develop a new one.

Company features:

- Legal entity or organized team of experts.
- At least 3 years of proven knowledge and experience in PA management and Planning or other relevant fields.
- Proven knowledge of PA international initiatives.
- Excellent analytical and reporting skills.
- Experience in working with government organizations /local public authorities.
- Excellent writing and communication skills in Romanian and English.
- Experience in collaboration with international PA agencies and international donor organizations will be an strong advantage.

Deliverables:

The Service provider will present the deliverables (in Romanian and English), coordinated with Ministry of Environment (Natural Resources and Biodiversity Division), to the Protected area institutional, planning and management international expert and Project management unit for approval, according the following schedule:

1. Agreed joint plan of work with Project management unit and the Protected area institutional, planning and management international expert **by March, 31 2011.**
2. Workshop on international experience and best practices on legal framework related to planning and management of Pas, facilitated **by April, 30 2011.**
3. Report on international experience, best practices and legal framework related to planning and management of PAs **by April 30, 2011.**
4. A standardized general norms and standards for each protected area category developed **by June 30, 2011.**
5. A detailed guide for elaboration of management plans for protected areas developed **by October 31, 2011.**
6. Operational guidelines for the sustainable conservation of protected areas developed **by October 31, 2011.**
7. A guide for operational management in protected areas developed **by October 31, 2011.**
8. An operational guidelines for tourism development and visitor management in protected areas developed **by October 31, 2011.**
9. A detailed standard format, with detailed explanations, for protected area monitoring and reporting developed **by October 31, 2011.**
10. Workshop on planning and management of PAS based on developed materials and guidelines **by January 31, 2012.**
11. Amendments to the national legislative and regulatory framework proposed **by April 30, 2012.**

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

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

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

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

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

Dated this day /month _____ of year _____

Signature _____

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of _____

PRICE SCHEDULE/FINANCIAL PROPOSAL

The Contractor is asked to prepare the Price Schedule/financial proposal and submit it in a separate envelope from the rest of the RFP response as indicated in Section D paragraph 15 (b) of the Instruction to Offerors.

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

The Price Schedule/financial proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

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

In addition to the hard copy, if possible please also provide the information in electronic format on CD or diskette.

Price Schedule:					
Request for Proposals for Services for planning and management of protected area system.					
Description of Activity/Item		Number of persons/ units	Number of days/ months/ units	Rate per day/month/ units (USD)	Estimated Amount (USD)
1.	Drafting the report on international experience, best practices and legal framework related to planning and management of PAs (incl. organization of workshop)				
1.1	Remuneration of the personnel involved				
1.2	Others (please specify)				
1	Sub-total				
2.	Development of a standardized general norms and standards for each protected area category				
2.1	Remuneration of the personnel involved				
2.2	Others (please specify)				
2.	Sub-total				
3.	Development of a detailed guide for elaboration of management plans for protected areas				
3.1	Remuneration of the personnel involved				
3.2	Others (please specify)				
3	Sub-total				

4	Development of a operational guidelines for the sustainable conservation of protected areas				
4.1	Remuneration of the personnel involved				
4.2	Others (please specify)				
4	Sub-total				
5	Development of a guide for operational management in protected areas				
5.1	Remuneration of the personnel involved				
5.2	Others (please specify)				
5	Sub-total				
6	Development of a operational guidelines for tourism development and visitor management in protected areas				
6.1	Remuneration of the personnel involved				
6.2	Others (please specify)				
6	Sub-total				
7	Development of a detailed standard format, with detailed explanations, for protected area monitoring and reporting				
7.1	Remuneration of the personnel involved				
7.2	Others (please specify)				
7	Sub-total				
8	Organization of a workshop on planning and management of PAS based on developed materials and guidelines				
8.1	Remuneration of the personnel involved				
8.2	Others (please specify)				
8	Sub-total				
9	Propose amendments to the national legislative and regulatory framework				
9.1	Remuneration of the personnel involved				
9.2	Others (please specify)				
9	Sub-total				
10.	Administrative Expenses				
10.1	Communications				
10.2	Supplies				
10.3	Others (please specify)				
10	Sub-total				
	TOTAL				

Generic format for a Comprehensive Protected Area Management Plan	
PART A Introduction	
<ul style="list-style-type: none"> • Title Page • Foreword • Official Approval and endorsement 	<ul style="list-style-type: none"> • Table of contents • Acknowledgements • Abbreviations used • Plan summary
PART B Site Description	
B1	General Information
B1.1	Location. <i>Include a location map, and provide longitude and latitude.</i>
B1.2	Legal and administrative framework for management <i>Laws, regulations and decision that define the protected area and the mandate of managing authorities. IUCN Category. National and international designations</i>
B.3	Stakeholders. <i>Provide a stakeholder assessment</i>
B1.4	Tenure and rights <i>List owner/occupiers, the type of holding, total area, dates of acquisition, legal rights and existing management policies and agreements.</i>
B1.5	Management resources. <i>Summarise current staffing and organisational structure, List major equipment and infrastructure.</i>
(B1.6	Map, satellite and photographic coverage) <i>List available map sheets, GIS coverage and satellite images</i>
B2	Physical Environment (Provide <u>brief</u> summaries, with maps and tables.
B2.1	Geology/Geomorphology/Landforms
B2.2	Hydrology.
B2.3	Climate.
B2.4	Soils/substrates
B3	Biotic Environment (Provide <u>brief</u> summaries, with maps and tables.
B3.1	Biogeography (<i>Place the site in its biogeographical context</i>)
B3.2	Flora (<i>Number of species, species of conservation concern, other important species</i>)
B3.3	Fauna (<i>Number of species, species of conservation concern, other important species</i>)
B3.4	Ecosystems and Habitats (<i>List, map and describe each major ecosystem and habitat</i>)
B3.5	Landscapes (<i>Describe and map main landscape units</i>)
B3.5	Ecological Processes and Relationships (<i>Describe key processes and relationships that may affect management</i>)
B3	Human Environment Provide <u>brief</u> summaries, with maps and tables.
B4.1	History and archaeology <i>List Important sites, locations, associations. Describe historical land use where relevant</i>
B4.2	Local communities and populations <i>List main settlements and provide basic demographic and socio economic data and information. See c</i>
B4.3	Infrastructure and Development <i>List social and public infrastructure (roads, schools, health facilities, electricity and water supplies, communications etc). List significant industrial or commercial infrastructure (dams, factories etc)</i>
B4.4	Livelihoods, land and resource use <i>Describe economic uses of land in and adjacent to the protected area. Describe other important livelihood activities</i>
B4.5	Recreation and Tourism <i>Summarise facilities and activities in and near to the protected area. Provide statistics on visitor profiles, numbers and pattern</i>
B4.6	Information, Awareness, Education <i>Summarise facilities, programmes and activities for non formal education</i>
B4.7	Research Use <i>Describe research use and facilities</i>
PART C Evaluation	
C1	Values and assets of the protected area
Summarise what is important about the area. Suggested possible headings	

- Biodiversity values
- Cultural values
- Socio economic values
- Recreational values

C2 Issues affecting management (threats, problems etc)

Summarise the main issues that the management plan must address. Suggested possible headings

- Residential and commercial development
- Agriculture and aquaculture
- Energy and Mining
- Transportation and service corridors
- Biological resource use
- Human intrusion and disturbance
- Modification of natural systems
- Problematic species and genes
- Pollution
- Geological events
- Climate change and severe weather

C3 Management capability assessment

Summarise the current capability of the managing authority (and partners) to conserve the values and address the threats. Suggested possible headings

- Financial resources
- Physical resources
- Human resources
- Individual capacity among staff
- Governance
- Stakeholder Cooperation
- Awareness and Public Support
- SWOT Analysis

Part D Management strategy

D1 Long term goal for the protected area.

Various terms are used with overlapping meanings: vision, ideal management objective *etc*

D2 Zoning and Spatial Plan

Zone maps definitions, regulations, permitted and restricted activities

D3 Management Programmes

As many as required. For each management programme include

- Strategy
- Rationale and policy
- Sub Programmes
- Strategic objective for each subprogramme

Part E Operational Plan

A detailed 5-year implementation plan for each subprogramme, presented in a standard format.

Programme and Goal														
Sub-Programme and Objective														
Action	Indicator	Priority	H1	H2	H3	H4	H5	H6	H7	H8	H9	H10	Implementation Responsibility	

Part F Implementation Arrangements

F1 Governance

- Governance system
- Governance timetable
- Participation Plan
- Dissemination and communication

F2 Resource Plan

F2.1 Human resources

- Organisational structure
- Staff requirements and position descriptions
- Recruitment policy
- Training Needs

F2.2 Equipment and infrastructure

- Equipment/infrastructure needs
- Procurement plan

F2.3 Finance

- Budget for plan implementation
- Funding plan

F3 Monitoring and reporting

- Biological monitoring and reporting
- Socio economic monitoring and reporting
- Institutional monitoring (reporting cycle and management effectiveness)

F4 Planning cycle

- Format for annual work plan
- Formal review procedures
- Process for adapting the plan
- Preparation of a new plan

Part G Annexes

Often published as a separate document.

G1 Supplementary information

Maps, tables, detailed supporting information, copies of official documents etc. Examples include

- References and bibliography
- Participatory activities in development of the management plan
- Official Documentation
- Maps
- Species Lists

G2 Technical Annexes

Supplementary technical information for implementing project activities. Examples include

- Detailed monitoring plan
- Design specifications
- Grazing regulations and maps
- Visitor centre operations plan