

Request for Proposal (RFP)

Ref. No.

Date: 14 March 2011

Dear Sir/Madam,

Subject: RFP for National Consultancy NGO/Company for a Full Cycle of Community Mobilization for Empowerment and Support to Community Involvement in Development of Local Socio-Economic Strategies and Implementation of Community-led Initiatives in a HRBA-based and gender-sensitive manner

1. You are requested to submit a proposal for consulting services as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule/Financial Proposal (Annex V)
3. Your offer comprising of technical proposal and price schedule/financial proposal, in separate sealed envelopes, marked with “**RFP for National Consultancy for a full cycle of community mobilization for empowerment/UN Women Joint ILDP**” should reach the UN Women Moldova office no later than 1 April 2011, 16.30 (Chisinau time) at:

UN Women Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: UN Women Gender Advisor

Contact person for clarifications: Anastasia Divinskaya, International Gender Specialist
(anastasia.divinskaya@unwomen.org)

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

Yours sincerely,

Damira Sartbaeva
Regional Programme Director
UN Women Sub-Regional Office
for Eastern Europe and Central Asia

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

The purpose of this Request for Proposal (RFP) is to solicit proposals from the qualified companies for the undertaking full cycle of community mobilization for empowerment and providing support to community involvement in development of local socio-economic strategies and implementation of community-led initiatives in a HRBA-based and gender-sensitive manner. The assignment will be performed according to the ToR (Annex III) herewith. The Contract will be awarded to the Company with the best proposal, i.e. the proposal that will have the highest score according to the evaluation criteria stipulated under p.22 of Instructions to Offerors.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UN Women 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 UN Women entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UN Women entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week 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 UN Women 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 UN Women 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 UN Women 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 (containing the description of relevant experience, human resources, technical and managerial capacity in the related field);
- Company's list of customers;
- Copy of registration certificate;
- Work-plan and methodology (detailed description of methodology and activities, schedule, agenda);
- CVs of involved consultants, including the role and tasks of each of them;
- Description of quality assurance procedures;
- Detailed budget (**presented in a separate envelope**);
- Description of Litigation and Arbitration history, if any;
- 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 UN Women 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 national currency and shall be exclusive of VAT. For comparison purposes, all other currencies shall be converted into Moldovan Lei using the UN Operational Rate of Exchange on the day of the competition deadline.

12. Period of validity of proposals

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

In exceptional circumstances, the procuring UN Women 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

UN Women shall effect payments to the Contractor after acceptance by UN Women 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 –

UN Women Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: UN Women Gender Advisor

and,

- marked with –

“RFP for National Consultancy for a full cycle of community mobilization for empowerment/UN Women Joint ILDP”

(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 UN Women entity will not assume responsibility for the Proposal’s misplacement or premature opening.

16. Deadline for submission of proposals

4. Proposals must be received by the procuring UN Women entity at the address specified under clause *Sealing and marking of Proposals* no later than 1 April 2011, 16.30 (Chisinau time).

The procuring UN Women 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 UN Women 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 UN Women 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 UN Women 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 UN Women 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%	210					
2.	Proposed Work Plan and Approach	50%	350					
3.	Personnel	20%	140					
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 company / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	40					
1.2	Litigation and Arbitration history (<i>lack of the Litigation / Arbitration history description – 0 pts</i>)	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), Management Arrangements Plan	50					
1.4	Quality Assurance Procedures, Warranty (<i>lack of the Quality Assurance Procedures description – 0 pts</i>)	20					
1.5	Relevance of Company's / Organization's Specialised Knowledge and Specialization	30					
1.6	Experience on Similar Programme / Projects	30					
1.7	Successful experience in work with UN / major multilateral/ or bilateral programmes	30					
		210					

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?	30					
2.2	Is the conceptual framework adopted appropriate for the task?	50					
2.3	Have the important aspects of the task been addressed in sufficient detail?	20					
2.4	Are the different components of the project	20					

	adequately weighted relative to one another?						
2.5	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	50					
2.6	Is the scope of task well defined and does it correspond to the TOR?	110					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70					
		350					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel							
3.1	Task Manager		70				
		Sub-Score					
	General Qualification	50					
	Suitability for the Project of the						
	- Management Experience	10					
	- International Experience	10					
	- Professional Experience in the area of specialisation	30					
	Sub-Score:	50					
	- Language Qualifications	20					
		70					
3.2	Task Staff		70				
		Sub-Score					
	General Qualification	60					
	Suitability for the Project						
	- Vulnerable Groups and Gender Experience	10					
	- International Experience	10					
	- Professional Experience in the area of specialisation	40					
	Sub-Score	60					
	- Language Qualifications	10					
		70					
	Total Part 3		140				

F. Award of Contract

23. Award criteria, award of contract

The procuring UN Women 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 UN Women 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 5 calendar 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 UN Women. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UN Women or the United Nations.

2. SOURCE OF INSTRUCTIONS

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

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 UN Women.

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UN Women 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 UN Women'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 UN Women in compliance with the requirements of the applicable law.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UN Women, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN Women or the United Nations, or any abbreviation of the name of UN Women 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 UN Women, shall be treated as confidential and shall be delivered only to UN Women 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 UN Women, any information known to it by reason of its association with UN Women which has not been made public except with the authorization of UN Women; 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 UN Women, 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 UN Women 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, UN Women 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, UN Women 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 UN Women reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UN Women 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 UN Women under this Article, no payment shall be due from UN Women 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, UN Women may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UN Women 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 UN Women to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UN Women to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN Women before the payment thereof and UN Women has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UN Women 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 UN Women to terminate this Contract immediately upon notice to the Contractor, at no cost to UN Women.

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

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

TERMS OF REFERENCE

National Consultancy NGO/Company for a Full Cycle of Community Mobilization for Empowerment and Support to Community Involvement in Development of Local Socio-Economic Strategies and Implementation of Community-led Initiatives in a HRBA-based and gender-sensitive manner

Background and Context

In 2010 UNDP and UN Women (former UNIFEM) in partnership with the Government of Moldova launched the Joint Integrated Local Development Programme (JILDP) funded by the Swedish International Development Agency (Sida). Within the period between February 2010 and February 2011 the programme implemented the inception phase with human rights based approach and gender equality as the core elements in each of four key components:

- Policy Advisory and Advocacy
- Local Self-Governance and Participation
- Community Empowerment
- Transnistria and Security zone

Under Community Empowerment Component the Programme will implement a full cycle of community mobilization for empowerment in at least 7 pilot localities of Moldova. The community mobilization for empowerment initiatives will have a special focus on such vulnerable groups as poor, persons with disabilities, ethnic and language minorities (including but not limited to Roma, religious minorities, survivors of domestic violence and trafficking, families with single parents and many children. An experienced local consultancy is required to implement this activity.

The selection of at least 7 pilot communities will be performed based on collection and analysis of disaggregated data about particular vulnerable groups in the target districts. Communities with visible patterns of vulnerability, essential minorities and vulnerable groups, and favourable context for improvement of situation through full cycle of community mobilization for empowerment will be among the first selection priorities.

Issues to be addressed through JILDP community level interventions:

- Vulnerable people and groups, subject to social exclusion, poverty, discrimination, marginalization have limited or no access to basic services, support to and participation in local development and decision making.
- Vulnerable individuals and/or groups of individuals are excluded from and deprived of full participation in economic, social, cultural and political life of the society they live in for the various reasons: personal characteristics (poor, elderly people, people with disabilities etc) or social/cultural characteristics (gender, religion, ethnicity, language, etc).

Under the guiding principle of equality and non-discrimination, JILDP takes special measures to focus on the vulnerable and marginalized in order to ensure that they are not excluded from local development processes.

Another core activity of the Programme (under Local Self-Governance and Participation Component and Community Empowerment Component) is Support to Community Involvement in Development of Local Socio-Economic Strategies and Implementation of Community-led Initiatives in a HRBA-based and gender-sensitive manner. An experienced local consultancy is required to advise and consult on implementation of this activity.

Duties and Responsibilities

Under an overall supervision of the UN Women International Gender Specialist, and in close collaboration with the UN Women Programme Analyst and the entire JILDP team, the consultancy entity will be responsible for implementation of the following responsibilities:

1. **To plan and implement Full Cycle of Community Mobilization for Empowerment in at least 7 localities in Moldova designated by UN Women including:**
 - To take part in selection of the target localities by collection disaggregated information (to be advised by JILDP) about particular vulnerable groups;
 - To conduct Study on Baseline and Vulnerable Groups in the targeted localities
 - To develop Action Plan for each of the targeted localities, including capacity needs assessment of the leaders/members of community groups on gender responsive planning/community development, with subsequent capacity development measures;
 - To develop Monitoring and Evaluation Framework for the implemented activities;
 - To implement empowerment activities* (Note: please see below described Phases and Stages of empowerment initiatives) as per approved Action Plans.
2. **To provide technical and advisory support to the other JILDP consultants working on implementing Support to Community Involvement in Development of Local Socio-Economic Strategies and Implementation of Community-led Initiatives including:**

- To conduct trainings:
 - o conceptual & methodological – on HRBA and gender equality;
 - o practical on:
 - HRBA-relevant and gender-disaggregated baseline data collection;
 - rights and gender based analysis;
 - human rights and gender impact assessment;

for the JILDIP consultants working with LPAs in JILDIP pilot communities, and for LPAs and communities in 7 Full Cycle Community Mobilization for Empowerment communities;

- To undertake field visits into selected target localities (to be decided jointly with JILDIP) to advise and consult;
- To report and recommend on improvements in implementation of support.

*Community Mobilization for Empowerment phases and stages:

PHASE 1: Baseline Assessment

1. Disaggregated baseline assessment of the locality, with focus on vulnerable groups (locality profiling and mapping);
2. Facilitation of joint needs identification;
3. Inception community capacity development and consultations;
4. Presentations of the findings to the LPAs and communities;

PHASE 2: Facilitation of Community Mobilization

5. Support in forming / consolidation of local self-help / grass-roots groups, CBOs / CSOs through trainings and coaching in articulation and advocacy for the needs of community, with focus on vulnerable groups;
6. Support in formulation of community / vulnerable groups needs and advocacy agenda with subsequent action planning;

PHASE 3: Capacity development, advocacy and facilitation of community projects development

7. Capacity needs assessment of the leaders/members of community groups on gender responsive planning/ budgeting/community development;
8. Capacity development plan to address capacity gaps of leaders/members of community groups for identification of priority needs / advocacy/ integration of priority needs into local development plans/budgets;
9. Advocacy with LPAs on integration of community / vulnerable groups needs into local planning and budgeting via village / town meetings, consultations, etc;
10. Support in integration of community / vulnerable groups needs into LPA planning and budgeting;
11. Joint fundraising, implementation, monitoring and evaluation;
12. Joint identification, planning, implementation, monitoring, and evaluation of projects / initiatives to be financially supported by JILDIP contributing to implementation of local plans, developed through the above process (in localities selected for financial support);

PHASE 4: Support to Implementation of Community Empowerment Initiatives

13. Community Empowerment Initiatives/projects launch;
14. Tutoring, consulting and capacity development;
15. Monitoring and evaluation;
16. Final evaluation and reporting.

All of the above activities should be guided by the objective of the community mobilization for empowerment - to empower men and women representing vulnerable communities and groups to equally engage, influence and benefit from local development, implemented by strengthened LPAs.

The UN Women/JILDIP will provide a TOT on community/social mobilization for empowerment based on the international experience (in development countries) through an international expertise.

Management Arrangements:

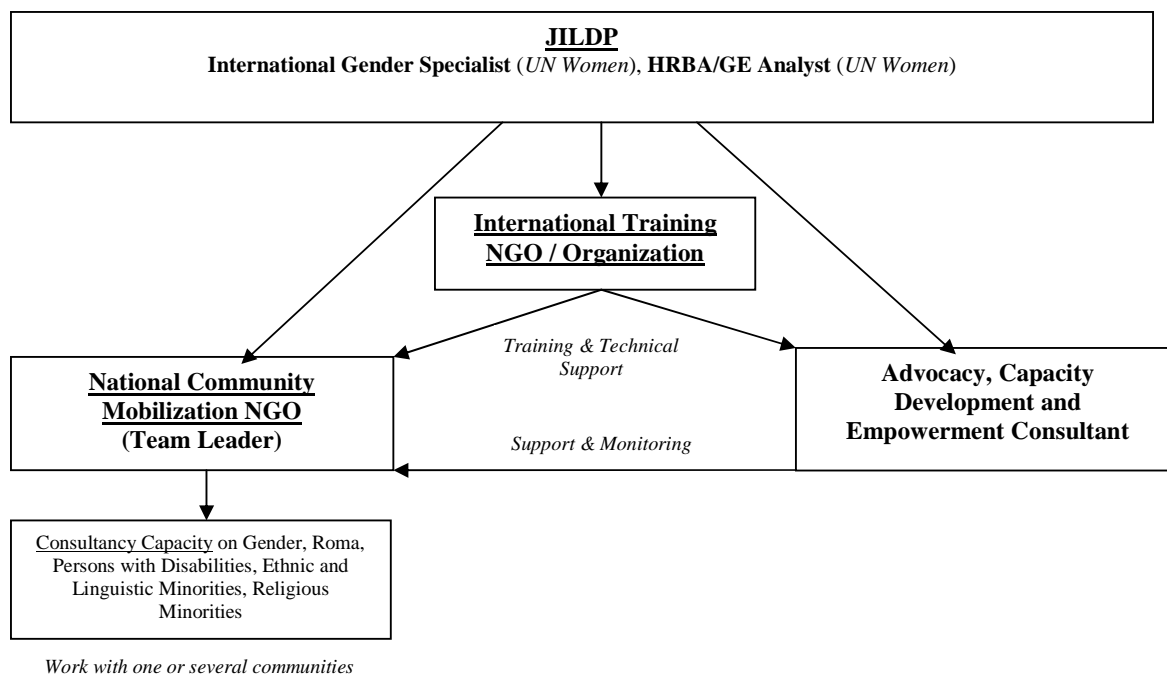
The implementation shall be guided and coordinated by a team leader/head of **National Consultancy NGO/Company**.

Empowerment activities for each particular targeted vulnerable group shall be implemented by a consultants/groups of consultants specializing in the relevant area (subcontracting of external consultants or NGOs is an option). The

community empowerment for mobilization in at least 7 pilot localities will require specialized consultancy on gender, Roma, persons with disabilities, ethnic / language and religious minorities.

The implementation of the assignment will be supported by a UN Women/JILDP Advocacy, Capacity Building and Empowerment Consultant.

The management structure scheme:



Key Deliverables:

The consultancy NGO/company is expected to provide the specified deliverables as per below schedule:

#	Deliverables	Evidence	Deadlines
1	The First Phase of Community Mobilization for Empowerment is started-up and completed in line with the Community Mobilization for Empowerment methodology	1.1. Assessment Report for selection of target localities of the Full Cycle of Community Mobilization for Empowerment	Within 2 weeks upon contract signature
		1.2. Vulnerable Groups and Baseline Study for the targeted localities, including maps of vulnerabilities (poverty, gender, age, ethnic and other related info), access to services, availability of participatory / feedback mechanisms and capacity needs assessment of the leaders/members of community groups on gender responsive planning/community development etc.	By mid May 2011
		1.3. Action Plan for each of the targeted localities with subsequent capacity development measures	By end May 2011
		1.4. First Phase Report and Report on the comprehensive analysis and baseline study	Early June 2011
2	The Second & Third Phase of Community Mobilization for Empowerment are completed: <i>Facilitation of Community Mobilization and Capacity Building, Advocacy and facilitation of community projects development</i>	2.1. Monthly Progress Reports for each of the targeted localities	first week of the next month
		2.2. The Second Phase and Third Phase Reports on each of the targeted localities in English and Romanian languages	1 September 2011
3	The Fourth Phase of Community	3.1. Community Empowerment Initiatives launched in pilot localities	

	Mobilization for Empowerment is started: <i>Support in Implementation of Community Empowerment Initiatives</i>	3.2. Intermediate report of implementation of the community empowerment initiatives in English and Romanian languages	1 December 2011
4	Community Mobilization for Empowerment is fully delivered and completed	4.1. Monthly progress report of implementation of the community empowerment initiatives, training and mentoring	first week of the next month
		4.2. Final report, including summary of achieved results, description and analysis of the evidences of increased capacities of the communities for participation in governance processes, lessons learned and recommendations in English and Romanian languages	10 September 2012

Duration of the assignment:

The assignment will last 18 months from the contract signature.

The national Consultancy NGO/Company will be fully responsible for incurring any travel and accommodation related costs, such as travel, daily subsistence allowance etc.

Competencies and Requirements:

Corporate Competencies

- Demonstrates integrity by modelling the UN's values and ethical standards;
- Promotes the vision, mission, and strategic goals of UNDP/UN Women;
- Displays cultural, gender, religion, race, nationality, and age sensitivity and adaptability;
- Treats all people fairly without favouritism.

Eligibility:

The following criteria should be applied to organization:

- Officially registered legal entity as per Republic of Moldova's regulations (Copy of Registration Certificate needs to be appended);
- Proven record of work in the field of human rights and gender equality, including project planning, management, monitoring and evaluation;
- Experience in work on community mobilization for empowerment, particularly with such vulnerable groups as poor, persons with disabilities, ethnic and language minorities (especially Roma), religious minorities, survivors of domestic violence and trafficking, families with single parents and many children;
- Possesses technical and human resources for successful implementation of the assignment and/or has capacities to subcontract external consultants or NGOs/companies.

Requirements to Lead Consultant:

- Solid knowledge of human rights and gender equality issues, vulnerability concept and proven and extensive experience of guiding and coordinating similar task force;
- Preferably have knowledge of Human Rights Based Approach and Gender Mainstreaming in the area of local development and decentralization;
- Have excellent command of English, Romanian, and Russian languages;
- Have advanced knowledge of MS Office, including Word, Excel, PowerPoint.

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 UN Women 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 UN Women reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

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

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

Please quote the proposed price per each opinion poll exercise, which the Offeror undertakes to implement within the provided timeframe!

Price Schedule (template model):				
Request for Proposals for Services: “National Consultancy for a full cycle of community mobilization for empowerment/UN Women Joint ILDP”				
Description of Activity/Item		Number of Staff	Daily Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
1.2	Services in Field			
	...			
2.	Out of Pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			
	...			

*Additional budget details explaining the calculations are welcome.