



Moldova

**Request for Proposal (RFP)**

Ref. no. RfP11/00344

Date: 22 April, 2011

Dear Sir/Madam,

**Subject: RFP for designing, organizing and conducting workshops for women running for Local Elections on 5<sup>th</sup> of June 2011.**

1. You are requested to submit a proposal for the design and delivery of a series of workshops for women involved in local elections of June 5, 2011, 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: Designing, Organizing and Conducting Workshops for Women running for Local Elections of 5<sup>th</sup> June , 2011”** should reach the UNDP office no later than **5 May, 2011 12:30 hours**, 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/Service Center**

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: Designing, Organizing and Conducting Workshops for Women Involved in Local Elections of June 5, 2011”**

Contact persons for clarifications: **Johan Hommes**, Chief Technical Advisor, UNDP “Support to Parliamentary Development Project ([johan.hommes@undp.org](mailto:johan.hommes@undp.org)); **Ulziisuren Jamsran**, Gender Advisor for Ukraine and Moldova, UN Women, ( [ulziisuren.jamsran@unwomen.org](mailto:ulziisuren.jamsran@unwomen.org))

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

Yours sincerely,

Johan HOMMES, Chief Technical Advisor, UNDP

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

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified private companies and/or Non-Government Organizations regarding the designing, organizing and conducting of a series workshops for women running for Local Elections on 5th of June 2011.

UNDP Moldova seeks a specialized organization (private or non-government) with potential capacity and expertise to design, organize and conduct workshops in rural areas for women running for Local Elections in June 2011 on providing women with specific practical skills related to successful electoral campaigning and provide a platform for a “peer-to-peer” exchange of experience with invited guests which already hold positions at the decision-making level (women mayors, women local councilors, etc.).

**2. Cost of proposal**

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

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

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

**4. Clarification of solicitation documents**

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

**5. Amendments of solicitation documents**

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

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

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

## C. Preparation of Proposals

### 6. Language of the proposal

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

### 7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

### 8. Operational and technical documentation

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

- 1) Entity registration documents;
- 2) Brief company CV emphasizing the experience in the field of promoting women in rural areas, elections, gender equality, and other relevant fields;
- 3) Portfolio of clients whom services similar to those requested under this RFP have been delivered to over the last 3 years;
- 4) Outline of the Training Programme (Module);
- 5) Resumes of the Team Leader and the two Senior Trainers;
- 6) Detailed Budget (presented in a separate envelope, as described in the 'Instructions to Offerors' Section).

### 9. Proposal form

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

#### (a) Management plan

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

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

#### (b) Resource plan

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

#### (c) Proposed methodology

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

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

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

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

#### 10. Proposal prices

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

#### 11. Proposal currencies

All prices shall be quoted in **Moldovan Lei** and shall be exclusive of VAT. For comparison purposes, all other currencies shall be converted into **US Dollars/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 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: Designing, Organizing and Conducting Workshops for Women running for Local Elections of 5<sup>th</sup> June, 2011”**

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

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

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

Having prepared the Proposal in paper format as specified in Clause “D. Submission of Proposals”, hereof, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to two e-mail messages. The first e-mail message shall contain the information specified in Clause 8 (*Operational and technical documentation*) and Clause 9 (*Proposal form*) above and shall have the following subject: **“Technical Proposal for RFP: Designing, Organizing and Conducting Workshops for Women running for Local Elections of 5<sup>th</sup> June , 2011”**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for RFP: Designing, Organizing and Conducting Workshops for Women running for Local Elections of 5<sup>th</sup> June , 2011”** - 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 **5<sup>th</sup> of May, 2011 12:30 hours**, 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.

### Cumulative Analysis

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	20%	140					
3.	Personnel/Key experts proposed for the tasks	50%	350					
<b>Total</b>			<b>700</b>					

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel//Key experts proposed for the tasks

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Expertise of firm / organisation submitting proposal</b>							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	50					
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)	50					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	25					
1.5	Quality assurance procedures, warranty	20					
1.6	Relevance of: <ul style="list-style-type: none"> <li>- Specialised Knowledge</li> <li>- Experience on Similar Programme / Projects</li> <li>- Experience on Projects in the Region</li> <li>- Work for UNDP/ major multilateral/ or bilateral programmes</li> </ul>	55					
<b>Total Form 1</b>		<b>210</b>					

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



Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Personnel</b>								
3.1	Team Leader		Sub-Score	130				
	General Qualification							
	Suitability for the Project							
	- International Experience	20						
	- Training Experience	30						
	- Professional Experience in the area of specialisation	35						
	- Knowledge of the region	25						
	Language Qualifications		20					
		130						
3.2	Senior Trainer/Facilitator		Sub-Score	110				
	General Qualification							
	Suitability for the Project							
	- International Experience	10						
	- Training Experience	25						
	- Professional Experience in the area of specialisation	30						
	- Knowledge of the region	25						
	Language Qualifications		20					
		110						
3.3	Senior Trainer/ Facilitator		Sub-Score	110				
	General Qualification							
	Suitability for the Project							
	- International Experience	10						
	- Training Experience	25						
	- Professional Experience in the area of specialisation	30						
	- Knowledge of the region	25						
	Language Qualification		20					
		110						
<b>Total Form 3</b>			<b>350</b>					

## F. Award of Contract

### 23. Award criteria, award of contract

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

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

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

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

### 25. Signing of the contract

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

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

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

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

**2. SOURCE OF INSTRUCTIONS**

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

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

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

**4. ASSIGNMENT**

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

**5. SUB-CONTRACTING**

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

**6. OFFICIALS NOT TO BENEFIT**

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

**7. INDEMNIFICATION**

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

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

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

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

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

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

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

## **9. ENCUMBRANCES/LIENS**

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

## **10. TITLE TO EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **15. TERMINATION**

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

## **16. SETTLEMENT OF DISPUTES**

### **16.1. Amicable Settlement**

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

### **16.2. Arbitration**

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

## **17. PRIVILEGES AND IMMUNITIES**

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

## **18. TAX EXEMPTION**

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

## **19. CHILD LABOUR**

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

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

## **20. MINES**

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

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

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

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

## **22. AUTHORITY TO MODIFY**

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

## Terms of Reference

### **Designing, organizing and conducting workshops for women running for Local Elections on 5<sup>th</sup> of June 2011 (under the auspices of the Vice Speaker of the Parliament of the Republic of Moldova)**

- |  |   |
|--|---|
| <b>A. <u>Job Title:</u></b>              | Private Companies/ Non-governmental organizations/    |
| <b>B. <u>Duty Station:</u></b>           | Chisinau, MOLDOVA                                     |
| <b>C. <u>Project reference:</u></b>      | UNDP, Support to Parliamentary Development in Moldova |
| <b>D. <u>Duration of Assignment:</u></b> | May 10 – June 10, 2011                                |

#### **E. Context and Background:**

In recent years, the Moldovan government has put in place a range of laws and programmes aimed at promoting the advancement of women and securing gender equality in practice. These include the National Programme on Gender Equality 2010-2015 (2009), the Law on Gender Equality (2006), and the Law on Prevention and Combating Domestic Violence (2008) and other. Nevertheless, a number of concerns remain. Women in Moldova continued to be paid an average of only 76% of what men are paid, as well as to face sexual harassment in the workplace. Despite a nascent legal framework on domestic violence, most women are today unable to enjoy effective protection from violence in the home. **The vulnerability of women is perpetuated by the continuing exclusion of women from decision-making authority in the public sector.** There are currently only 21 women parliamentarians (way too below the critical mass of 40 percent recommended by the European Union as a minimum necessary for balanced representation in politics) and only one woman Minister. This under-representation at national level is mirrored also at the regional and local levels: 26.5 % in village councils, 13.2% in district councils, 18 % of mayors in 2007. And mainly, after the 2003 elections, 168 of the total number of 1126 rayon councilors were women. In 4 years, after the 2007 local elections, the number of female rayon councilors increased to 190. 93 of the 898 mayors elected in 2003 were women, and after the 2007 elections, their number raised to 155. After the same 2007 elections, for the first time a woman became president of rayon (of the total number of 32 rayon presidents). This trend shows that the state must continue its efforts in empowering women to enter the politics and support them in running for local elections on order to attain the MDG Targets by 2015.

Moldova has set an ambitious course aiming to pursue deeper integration in Europe. Gender equality belongs to the deepest core European values. Since participation in the political life and in the decision making process is a fundamental right of women and men in a democratic state, especially in Europe, balancing the share of participation in the political process and elections as entry point of both genders is one of the most important prerequisites. Moreover, by balancing and increasing the share of women participating in the politics and in the decision making process the state does not only guarantee the expression and fulfillment of the fundamental right but also makes sure that interest of both sides will be reflected in the policy and thus strengthens the institutions and the government itself.

Under the Millennium Development Goals (MDGs), the Government has committed to increase the representation of women to 40 percent in local councils, 25 percent in district councils, 25 percent of mayors, and 30 percent of MPs by 2015. The concluding comments of the Committee on the Elimination of Discrimination against Women from 2006 (CEDAW) for the Republic of Moldova encouraged the state to implement measures to increase the number of women in decision-making positions, in particular at the local level, in parliament, in political parties and in the judiciary and the civil service, including the foreign service. In this context the Committee urged the state to implement awareness raising programmes to encourage women to participate in public life and create the social conditions for that participation. Republic of Moldova will have to respond to these and other recommendations of CEDAW in its fourth and fifth combined periodic report due in September 2011.

The local elections currently slated for 2011 will be the last opportunity to meet the local- and district-level targets under MDG 3 before 2015. Only through concerted action by political parties, as well as by the public-at-large, will Moldova meet the targets set for the representation of women in public life.

In this regard, the initiative of the Vice Speaker of the Parliament of the Republic of Moldova is yet another important initiative that will assist the State in fulfilling its Internationally Agreed Goals. This initiative is coming very timely and will add value to the currently on-going initiatives run by various organizations by involving more women, who are already actively preparing for the local election as candidates. According to the estimation of the Parliament, there could be around 60 women per each geographic region in Moldova (North, Centre and South), who need urgent support in the form of *practical training workshops before the election*.

#### **F. Objective:**

UNDP Moldova seeks a specialized organization (private or non-government) with potential capacity and expertise to design, organize and conduct workshops in rural areas for women running for Local Elections in June 2011 on providing women with specific practical skills related to successful electoral campaigning and provide a platform for a “peer-to-peer” exchange of experience with invited guests which already hold positions at the decision-making level (women mayors, women local councilors, etc.).

#### **G. Tasks and responsibilities:**

In order to achieve the objectives, the following tasks and responsibilities are set:

- The organization will take full responsibility for the entire process related to the development and organization of training workshops, including:
- Develop a one day workshop Agenda based on the objectives and information provided in the current TOR . The workshop Agenda shall be based on the principle of high interaction without theoretical sessions by focusing solely on practical tips, tools and skills that are required for women for local campaigning;
- Ensure participation of target women candidates (both party based and independent) based on the recommendations of the Parliament focal point on this initiative;
- Form a team of experts (sub-contracting from outside the organization is possible) to facilitate the workshops in the required regions; (two facilitators);
- Provide all necessary technical equipment and ensure the logistics: venues, transportation for the team of experts and arrange their stop over in rayions, transportation possibly for the participants from rayions, coffee-breaks and lunches for the participants, etc.
- Prepare necessary handout materials for the workshops and ensure their multiplication;
- Organize and conduct the workshops, as specified below;
- Place Gender Cartoons at the Workshop Venue;
- Evaluate the training workshops and submit reports on their results.

#### **H. Target**

The workshops are targeting women, who already registered to run for local elections of June 2011 under various political parties and preferably those, who were not targeted with any training/capacity building programs, especially during 2010/2011. The primary target group would be women, who have registered to run for mayors positions and the secondary target group would be women running for the councils, both under political parties and independently.

#### **I. Organizational setting**

**Geographically**, the workshops need to be organized consecutively in three main regions: Center/ Aneni Noi or Calarash, North/ Balti or Floresti and South/Cahul or Cantemir, in order to enable women to benefit from the workshop in the closest possible territory.



Workshop aims to **target 180 women** in total, approximately 60 women per each region. In each region, three separate workshops are to be organized consecutively targeting 20 participants at a time comprising of cross-party representatives and independent candidates.

The **timing** of the workshop is estimated to be during the period of May 10-25, 2011, considering the set date of local elections on 5th of June 2011. Length of each workshop session for each group of 20 people is one full day.

**The content** of the workshop should be as practical as possible with the aim to equip women who are running for local elections with the practical knowledge developed based on the local experience of assisting women on campaigning in Moldova. The format of the workshop should be participatory and highly interactive, with practical exercises on successful campaigning of women at the local level taking into account the national and local contexts. The workshop should provide a platform for women running for local elections to exchange their concerns/views as well as raise questions and enter into direct dialogue with the existing and/or former MPs, local councilors, local mayors, especially women with the facilitation of the Campaigning and PR experts/specialist;

The **facilitators** that will be conducting the workshops should be highly skilled and experienced local experts on election campaigning and PR, knowledgeable about the gender aspects of electoral campaigning. Knowledge of the practical work in the relevant field in Moldova will be required.

**Follow up** is envisaged for this specific initiative in the form of “on-line Expert support/backup” via telephone/email/person to person service provided by the trainers based on the questions collected during the workshop (in the written form based on the format specifically designed for the workshop) as well as direct interaction.

**The language** of instruction is the state official language. If needed, a special Russian speaking group can be formed for a separate training session.

**The venue** for the workshops shall be organized in the convened target communities. Applying organizations are encouraged to negotiate with the LPA the possibility to organize the training workshops in public spaces as a contribution of local authorities. If there is no suitable public space provided, the company has to rent venue space for the entire length of the workshop.

The **workshop materials** shall be designed, developed and provided to workshop participants by the company, including participant’s folders, working materials, etc.

**Display of caricatures on the theme** shall be made in each workshop venue. The selected organization will ensure their placement for each workshop for the use during the event. The UN Women will provide 30 caricatures in A3 format for the use during the workshop, which has to be returned to the Parliament upon completion of the workshops.

## **J. Deliverables:**

1. In total 9 workshops are organized and conducted covering three regions of Moldova;
2. Participation of 180 women registered for local elections (for positions of mayors and councilors) are ensured;
3. Expert team of facilitators formed based on the best competence/skills on campaigning;
4. The training packages for the training workshops on-site developed and presented, including, but not limited to:
  - Methodology
  - Plan
  - Agenda
  - Presentations
  - Handouts
  - Development and production of participant’s folder, including a pen, notepad with incorporated campaign planner (180 pcs.);

- Design and development a mobile roll-up workshop banner (recommended: 120cmx200cm);
- 5. Cartoons placed and used during the workshop;
- 6. Reports on each workshop presented (with attached lists of participants, agendas, evaluations, photos, etc.);
- 7. A final analytical narrative report with recommendations presented, including photos of the event and main quotations from the participants;

**K. Inputs:** UNDP will provide the Contractor with the necessary information and materials for the fulfillment of tasks and will facilitate the necessary meetings.

**L. Qualifications:**

**For the company:**

- Registered legal entity;
- At least 3 years of experience in organizing and conducting trainings, workshops, consultations outside of Moldova with positive results;
- It is highly desirable to have experience of working in the field of promoting women in rural areas, elections, gender equality, and other relevant;
- Qualified proposed team of experts;
- Technical capacity (existing regional network, etc.);
- Experience of working with UN or other international organizations in an asset.

**For facilitators:**

- At least 3 years of experience on campaigning, PR, training of candidates running for election, including at local level;
- In-depth knowledge of the issue (electoral campaigning);
- Experience of capacity building and training activities, particularly in conducting similar workshops and developing workshop methodology;
- Professional people-to-people skills as well as Training and Facilitation skills;
- Fluency in Romanian. Good knowledge of Russian is desirable;

**M. Proposed Timetable of activities:**

Activities/deliverables	10-12 May	13-16 May	16-18 May	19 May	20-22 May	23 May	24-26 May	26 May – 5 June	5-10 June
Development methodology and workshop materials	X								
Preparing workshop materials and logistics		X							
Workshops Region North (3 days)			X						
Break (1 day)				X					
Workshops Region South (3 days)					X				
Break (1 day)						X			
Workshops Region Center (3 days)							X		
Follow-up								X	
<b>Final Report</b>									X



## 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.

<b>Price Schedule:</b>			
<b>Request for Proposals for designing, organizing and conducting workshops for women running for local elections of June 5, 2011</b>			
<b>Description of Activity/Item</b>		<b>Total Fee per Assignment, MDL</b>	<b>Logistical expenses, (provide estimates in under point # 2)</b>
<b>1.</b>	<b>Remuneration</b>		
1.1	Team Leader/Facilitator		
1.2	Senior Trainer/Facilitator		
1.3	Senior Trainer/Facilitator		
	<b>Sub-total 1</b>	<b>MDL</b>	
<b>2.</b>	<b>Logistical expenses</b> (printing costs, transportation, rent, other costs associated with the preparation & organization of workshops)		
2.1			
2.1.1	Transportation for trainers for travel to and from rayions		
2.1.2	Transportation for participants (based on local tariffs)		
2.2	Communications (pls include here costs related to confirmation of participants for the workshop as well as telecommunication costs for advice/responses by Facilitators to the participants upon completion of the workshop for the period of up to June 5th)		
2.3	Development and production of participant's folder, including a pen, notepad with incorporated campaign planner (180 pcs.);		
2.4	Multiplication of handouts for participants		
2.5	Production of A5 format calendars (180 pieces colour)		

2.6	Production of the roll-up banner, other outside/inside display materials, if any		
2.7	Catering services for the participants		
2.8	Rent of equipment (if applicable)		
2.9	Rent of premises (if applicable)		
	<b>Sub-total 2</b>		<b>MDL</b>
<b>3.</b>	<b>Other costs</b> (please specify		
3.1			
	<b>Sub-total 3</b>		<b>MDL</b>
<b>GRAND TOTAL</b> (Sub-total 1+Sub total 2+Sub-total 3)			<b>MDL</b>