

## Request for Proposal (RFP)

Ref. No.

Date: 23 November 2011

Dear Sir/Madam,

**Subject: RFP for NGOs/Companies to facilitate development of Local Socio-Economic Development Strategy, and to facilitate development and implementation of gender equality local development project initiatives in Transnistrian region of Moldova**

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 NGOs/Companies to facilitate development of Local Socio-Economic Development Strategy, and to facilitate development and implementation of gender equality local development project initiatives in Transnistrian region of Moldova"** should reach the UNDP office no later than 8 December 2011, 16.30 (Chisinau time).

Offers can be submitted in hard copy only.

Documents/offers need to be addressed to:


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

Offers shall be clearly marked with **"RFP for NGOs/Companies to facilitate development of Local Socio-Economic Development Strategy, and to facilitate development and implementation of gender equality local development project initiatives in Transnistrian region of Moldova"**

Contact person for clarifications: Anastasia Divinskaya, International Gender Specialist  
([anastasia.divinskaya@unwomen.org](mailto: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 NGOs/companies to facilitate development of Local Socio-Economic Development Strategy, and to facilitate development and implementation of Gender Equality local development project initiatives in Transnistrian region of Moldova. The assignment will be performed according to the ToR (Annex III) herewith. The Contract will be awarded to the NGO/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:

- NGO/Company profile (containing the description of relevant experience, human resources, technical and managerial capacity in the related field);
- NGO's list of beneficiaries or 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 –

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

and,

- marked with –

**“RFP for NGOs/Companies to facilitate development of Local Socio-Economic Development Strategy, and to facilitate development and implementation of gender equality local development project initiatives in Transnistrian region of Moldova”**

- (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**

3. Proposals must be received by the procuring UN Women entity at the address specified under clause *Sealing and marking of Proposals* no later than **8 December 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 UNDP entity.

## 20. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

## 21. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## 22. Evaluation and comparison of proposals

A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price schedule/financial proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and the Instructions to Offerors.

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The **cumulative analysis scheme** will be applied with a total score being obtained upon the combination of weighted technical and financial attributes. An Offeror's response to the solicitation document is evaluated and points are attributed based on how well they meet the defined desirable criteria. Cost under this method of analysis is rendered as an award criterion, which will be 30% out of a total score of 1000 of all the desirable factors of the RFP. The contract will be awarded to the offeror obtaining the highest cumulative score. The following formula will be applied in calculating the cumulative score:

$$B = T + \frac{C_{low}}{C} \times 300,$$

where

$T$  – is the total technical score awarded to the evaluated proposal;

$C$  – is the price of the evaluated proposal; and

$C_{low}$  – is the lowest of all evaluated proposal prices among responsive proposals.

## Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	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	20					

	addressed in sufficient detail?						
2.4	Are the different components of the project adequately weighted relative to one another?	20					
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							
	- Experience working in Transnistria	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								
	- Experience with Vulnerable Groups, Gender Equality and Women’s Empowerment	10							
	- Experience working in Transnistria	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 to 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

**Local NGO/company(s) operational in Transnistrian region to facilitate development of Local Socio-Economic Development Strategy, and to facilitate development and implementation of gender equality local development project initiatives in Transnistrian region of Moldova**

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<b>Duty Station:</b>	Transnistrian region of Moldova
<b>Application Deadline:</b>	8 December 2011
<b>Primary Category:</b>	Gender Equality
<b>Additional Category:</b>	
<b>Type of Contract:</b>	Institutional contract
<b>Languages Required:</b>	Russian, English
<b>Starting Date : (date when the selected candidate is expected to start)</b>	10 January 2011
<b>Duration of Initial Contract:</b>	8 months (until September 2012)
<b>Expected Duration of Assignment:</b>	8 months (until September 2012)

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### Background and Context

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In 2010 UNDP and UN Women in partnership with the Government of Moldova launched the Joint Integrated Local Development Programme (JILDP) funded by the Government of Sweden. The programme's core components are:

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

Gender Equality and Human Rights based Approach principles are embedded in all of the above components.

The objective of the Transnistria and Security Zone Component is to ensure that the communities of Transnistria and of Security Zone are equally benefiting from the improved service delivery and community infrastructure through **their active participation in local development initiatives. The capacity development of civil society organization (CSOs) of Transnistria in community empowerment, human rights and gender equality in local development is an area of particular focus.**

During the period of 2011 – 2012 JILDP will cover by its support 30 communities in the Transnistrian region and the areas in the Security Zone (under Moldovan Government control). The key programme activities of this component are:

- 1. Mobilization of the target communities for community-led gender and human responsive development**, including a) train-the-trainers courses for facilitators for community-led development and planning processes; b) identification of the community priorities through participatory process ensuring adequate of women and vulnerable groups;
- 2. Development of capacity and transfer knowledge on human rights and gender responsive local development for community actors:** a) Elaborate capacity development modules on human rights and gender equality, development needs, gender responsive strategies, planning and budgeting, resource mobilization, program management and implementation, and monitoring and evaluation.
- 3. Support implementation and monitoring of human rights and gender responsive local development initiatives in a participatory and gender sensitive manner.**

The key methodological approaches to be applied in implementation of the Component's activities are: community mobilization for empowerment, gender mainstreaming, women's empowerment and human rights based approach.

Based on the experience gained during the JILDP inception phase, in 2011 – 2012 a special attention will be paid to development of capacities of the community based and non-government organizations to lead and implement rights-based and gender sensitive local development initiatives.

For achievement of the programme objectives JILDP-UN Women will contract NGOs/companies from Transnistrian region of Moldova to facilitate development and implementation of 3 Gender Equality local development project initiatives in Transnistrian region of Moldova.

The assignment shall be performed in the following three communities of Transnistria: two communities in Camenca raion and one community in Grigoriopol or Slobozia raion. The list of communities will be established after the contract signature, together with the contracted NGO/company.

### **Duties and Responsibilities**

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Under the overall supervision of the JILDP/UN Women International Gender Specialist, the NGO/Company will have the following responsibilities:

#### **Objective 1: Facilitation of development and implementation of Gender Equality local development project initiatives in three selected communities in Transnistrian region of Moldova**

Task 1) To organize meetings in pilot communities to introduce present activities to be implemented under this ToR;

Task 2) To set up a participatory group (Community Committee) in each community, formed from key local actors and representing women and men from all community groups from targeted localities, including women and men from vulnerable groups, like (but not necessarily limited to) persons with disabilities, elderly, young unemployed, Roma and other vulnerable, marginalized, excluded or threatened groups or persons;

Task 3) Jointly with all the local development actors to collect data about the assigned locality focusing on identification of the needs of the most vulnerable women and men in order to elaborate Socio-Economic Development Strategies of the community for 2012-2016, Action Plans and community development initiative to support the Strategy and the Action Plan (based on an agreed framework);

Task 4) Based on the data of the locality, as well as on the needs of women and men living in the locality, identified jointly with all the local development actors and described in the Socio-Economic Development Strategy, to facilitate development of gender equality local development project initiative aimed at improvement of the situation of women and men from the most vulnerable groups;

Task 5) To implement gender equality local development project(s) with the participation of local community, especially the target group(s);

Task 6) To act as a participatory implementation unit for planning, implementation, monitoring and evaluation of the approved project(s), and particularly to ensure financial management for the successful implementation of the project.

#### **Objective 2: Facilitation of development of Local Socio-Economic Development Strategies in the same three selected Transnistrian localities**

Under the overall supervision of the JILDP/UN Women International Gender Advisor and in close coordination and guidance of the JILDP Project Officer for Community Empowerment in Transnistrian Region, the NGO/Company will have the following tasks:

Task 7) To organize facilitation workshops for the development of the Socio-Economic Development Strategies and Action Plans of the community;

Task 8) To develop and implement a series of training modules for the local participatory group / Community Committee (community development, gender equality, project management, fundraising, sustainability, monitoring and evaluation) empower them to take a meaningful part in coordination of strategy and project implementation;

Task 9) To coach local participatory group / Community Committee during the implementation of the project initiative in order to help them to initiate at least two more initiatives/projects (not supported by JILDP).

A schematic description of implementation arrangements is provided below in Management Arrangements section.

The community initiatives (projects) should contribute to the more gender equitable overall development situation in the community, should contribute to developing positive gender-related norms and values. The outputs of the project should be beneficial, appropriate and acceptable for both men and women.

The projects should apply gender mainstreaming aiming to make women's and men's concerns' an integral part of all stages of project initiative's cycle (planning, implementation, monitoring, evaluation and reporting).

The project initiative can focus on addressing one or several gender inequalities identified in the pilot localities, thus addressing the needs of the most disadvantaged group (women or men).

Each project initiative should include capacity development, empowerment and awareness raising activities.

### Expected results

The expected results of the assignment are 3 Socio-Economic Development Strategies and 3 implemented community development projects addressing the gender equality concerns, i.e.:

- (1) 50% women and 20% vulnerable groups in 3 communities mobilized for participatory community development planning;
- (2) 3 LPAs plans/strategies elaborated/improved coverage and targeting the population, including women and vulnerable groups;
- (3) at least 3 gender and/or HR sensitive community development initiatives implemented in TN region;
- (4) at least 3 CBOs / CSOs / SHGs established and/or strengthened to implement gender and/or HR sensitive community development initiatives in TN region.

### Key Deliverables

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

#	Deliverable	Deadline	Instalments
<b><u>Objective 1</u></b>			
1.	Adjusted Work Plan	upon contract signature	<u>1st instalment:</u> 20% of the contract amount in advance, upon contract signature
2.	Progress report on the activities related to the points 1-2 from the above described tasks	16 January 2012	<u>2 instalment:</u> 30% of the contract amount
3.	Report on conducted analysis with information about the pilot community, including about the needs and concerns of the most vulnerable women and men is collected, and discussed with all the local development actors	23 January 2012	
4.	Report for each community on facilitation of development of project proposal(s) based on the data of the locality as well as on the needs of women and men living in the locality, identified jointly with all the local development actors, and the final draft of the project proposal description, according to the framework provided by JIDLP team	30 January 2012	
5.	Launch of project implementation	20 February 2012	
<b><u>Objective 2</u></b>			
6.	Strategy for Local Socio-Economic Development of the Community and Action Plan developed and discussed within women and men of the community	1 March 2012	<u>3 instalment:</u> 30% of the contract amount
7.	Full project implementation report (Final Report)	15 September 2012	<u>4 instalment:</u> 20% of the contract amount

All deliverables reports except for the Final Report shall be submitted in Russian language. The Final Report shall be submitted in Russian and English languages.

### Duration of the assignment

The assignment will last 8 months, and should be accomplished by 30 September 2012.

### Management Arrangements & Certification



The assignment shall be performed under the supervision of the JILDP/UN Women International Gender Specialist, who will be certifying officer for the submitted deliverables.

The contracted local NGO/company shall closely cooperate with the JILDP Project Officer for Community Empowerment in Transnistrian Region, with the JILDP Focal Point for Transnistria on facilitation of gender and community empowerment initiatives in Transnistrian region of Moldova under the guidance of International NGO.

In the given management and cooperation framework:

**Joint Integrated Local Development Program (JILDP)** represented primarily by the JILDP/UN Women International Gender Specialist, and JILDP/UNDP Project Officer for Community Empowerment in Transnistrian Region act the guiding, quality assurance, and programmatic monitoring over implementation of the assignment.

**Local NGO/company** (referred to as Contractor as well), which will be awarded the contract based on the present ToR. The local NGO/company informs JILDP, and its Focal Point for Transnistria about all aspects of contract implementation. The local NGO/company(s) will be expected to ensure that women's and men's needs and concerns are integral dimensions of the community development initiative.

**JILDP focal point for Transnistria** is in charge of organizational and logistical support to JILDP in Transnistrian region of Moldova, and serving as liaison between JILDP and the Local NGO/company for the implementation of community development initiative aimed at improvement of the socio-economic situation of the most vulnerable groups of women and men.

**International Consultancy NGO** - The above tasks will be implemented under technical and methodological guidance of an international NGO contracted by JILDP. This International NGO will provide regular at distance (via e-mail, Skype, etc) methodological and technical guidance, coaching and support to project initiatives implementers in practical gender mainstreaming in the project planning, implementation, monitoring, evaluation and reporting for the entire period of assignment duration till September 2012. The JILDP and the international NGO will provide regular technical support and guidance in practical application of gender mainstreaming and women's empowerment approaches.

The local NGO(s) are expected to facilitate in cooperation with the JILDP Focal Point in Transnistria to follow-up missions of the international NGO in February 2012, and in August 2012.

The step-by-step local project development, implementation and management matrix is presented below:

STAGE/STEP	Locality (Community)	Local NGO/Company(s)	Int'l NGO	JILDP Focal Point for Transnistria	JILDP/UN Women	JILDP/UNDP
<b>Objective 1</b>						
Data collection on the community	Women and men (and all relevant local actors) provide inputs	Collects data, including inputs from community women and men, processes and analyzes them	Provides methodological support to data collection and processing	Liaises between the local / int'l NGOs and JILDP	Monitors and oversees	Monitors and oversees
Development of local development project initiatives	Women and men (and all relevant local actors) provide inputs	Frames the inputs into project proposal(s)	Provides methodological support to development of local development project initiatives	Liaises between the local / int'l NGOs and JILDP	Monitors and oversees	Monitors
Launch of project implementation	Women and men (and all relevant local actors) make up a Community Committee to monitor project implementation	Provides organization framework for implementation	Provides methodological support to launch of project initiatives implementation	Liaises between the local / int'l NGOs and JILDP	Monitors and oversees	Monitors
Project implementation	Community Committee	Implements the project by involving	Provides methodological	Liaises between the local / int'l	Monitors and oversees	Monitors

and monitoring	ensures participation of local community members in the project implementation and monitors the implementation	community members	support to project implementation and monitoring	NGOs and JILDLP		
Project evaluation	Provides decisive inputs to evaluation	Provides impact assessment, and drafts the first version of the implementation report	Provides external evaluation	Liaises between the local / int'l NGOs and JILDLP	Provides input to evaluation and takes record of the evaluation process	Provides input to evaluation
Reporting	Validates the report results	Based on validation results, finalizes implementation report	Provides inputs to technical aspects of the report	Provides inputs and logistical support to reporting process	Examines and approves the report	Examines and approves the report
<b>Objective 2</b>						
Development of Local Socio-Economic Development Strategies and Action Plans	Women and men (and all relevant local actors) provide inputs	Frames the inputs into project proposal(s)	Provides methodological support to development of local development project initiatives	Liaises between the local / int'l NGOs and JILDLP	No role	Monitors and oversees

## Competencies and Requirements

### Corporate Competencies

- Adheres to the core values of the United Nations; in particular, is respectful of differences of culture, gender, religion, ethnicity, nationality, language, age, HIV status, disability, and sexual orientation, or other status;
- Promotes the vision, mission, and strategic goals of UN and UN Women;
- Treats all people fairly without favouritism.

### The following criteria should be applied to organization:

1. Registered legal entity (Copy of Registration Certificate needs to be appended);
2. Knowledge of gender mainstreaming, community development and women's empowerment in local development, practical experience would be a substantial advantage;
3. Knowledge and understanding of operation context in the Transnistrian region of Moldova;
4. Possesses technical and human resources for successful implementation of the assignment.

**JILDLP / UN Women is committed to workforce diversity. Women, persons with disabilities, Roma and other ethnic or religious minorities, persons living with HIV, as well as refugees and other non-citizens legally entitled to work in the Republic of Moldova, are particularly encouraged to apply.**

## PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

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

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

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

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

### PRICE SCHEDULE/FINANCIAL PROPOSAL

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

All prices/rates quoted must be exclusive of all taxes, since the 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).

<b>Price Schedule (template model):</b>  <b>Request for Proposals for Services: "Facilitation of development of Local Socio-Economic Development Strategy, and facilitation of development and implementation of gender equality local development project initiatives in Transnistrian region of Moldova"</b>				
Description of Activity/Item		Cost per unit	Number of units	Estimated Amount
<b>1.</b>	<b>Remuneration of involved staff</b>			
1.1				
1.2				
<b>2.</b>	<b>Travel and Administrative Expenses</b>			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			
	...			
	<b>GRAND TOTAL</b>			

\*Additional budget details explaining the calculations are welcome

Budget shall be structured by the number of localities (maximum 3), which the applicants is intending to undertake.