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## Request for Proposal (RFP)

Ref. no. 12/00533

Date: 27/04/2012

Dear Sir/Madam,

**Subject: RFP for the provision of consulting services on Re-engineering of business processes**

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: Services for the training on Re-engineering of Business Processes"** should reach the UNDP office no later than **14 May 2012, 10.00**, local time.

Offers can be submitted either in hard copy or electronically.

a) Documents/offers in hard copy need to be addressed to:

**UNDP Moldova,**

**131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova**

**Attention: Registry Office/Procurement**

b) Offers sent electronically need to be addressed to the following e-mail address:

**tenders-Moldova@undp.org**

Offers shall be clearly marked with **"RFP: Services for the training on re-engineering of Business Processes"**

Contact person for clarifications: Lilia Tulea, Project Associate/Training Coordinator (lilia.tulea@undp.org)

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

Yours sincerely,

Silvia Apostol,   
Project Manager

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

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies (professional team of experts) to prepare a training programme and to conduct the training on the subject of Re-engineering of Business Processes for a group of trainees as described below in the Terms of Reference.

**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);
- (d) Proposal security (Annex VI).

## **8. Operational and technical documentation**

The operational and technical part of the Proposal shall contain documents proving that the Offeror conforms to all conditions set forth in the present document (Instructions to Offerors and Terms of Reference). These documents would facilitate an objective evaluation of offers and would allow assigning points to the criteria of the technical evaluation based on an informed decision. The Proposal shall contain, but shall not be limited to, the following documents:

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

- 1) Company profile and activity report regarding relevant activities performed during last 3 years (up to 3 pages);
- 2) Description of activities and detailed time plan of project implementation;
- 3) CVs and employment contracts or availability statements of key experts designing and conducting the requested services, including the role and tasks of each of them;
- 4) 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 **US Dollars and shall be exclusive of VAT**. For comparison purposes, all other currencies shall be converted into **US Dollars** using the UN Operational Rate of Exchange on the day of the competition deadline.

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

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

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

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

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

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

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

#### **14. Payment**

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

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

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

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

(a) The outer envelope shall be:

- addressed to –

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

and,

- marked with –

**“RFP: Services for the training on Re-engineering of Business Processes”**

(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: Services for the training on Re-engineering of Business Processes”**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for RFP: Services for the training on Re-engineering of Business Processes - 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 **14 May 2012, 10.00**, local time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

## **17. Late Proposals**

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

## **18. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **19. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### **20. Clarification of proposals**

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

### **21. Preliminary examination**

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

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

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

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

### **22. Evaluation and comparison of proposals**

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

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

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

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

where

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

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

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

### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	25%	175					
2.	Proposed Work Plan and Approach	25%	175					
3.	Personnel	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

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)	20					
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)	10					

	support e.g. project financing capacity and project management controls)						
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.	10					
1.5	Quality assurance procedures, warranty	15					
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>	110					
<b>Total Form 1</b>		<b>175</b>					

<b>Technical Proposal Evaluation Form 2</b>		<b>Points Obtainable</b>	<b>Company / Other Entity</b>				
			<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Proposed Work Plan and Approach</b>							
2.1	To what degree does the Offeror understand the task?	15					
2.2	Have the important aspects of the task been addressed in sufficient detail?	15					
2.3	Are the different components of the project adequately weighted relative to one another?	15					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	20					
2.5	Is the conceptual framework adopted appropriate for the task?	30					
2.6	Is the scope of task well defined and does it correspond to the TOR?	45					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	35					
<b>Total Form 2</b>		<b>175</b>					

<b>Technical Proposal Evaluation Form 3</b>		<b>Points Obtainable</b>	<b>Company / Other Entity</b>				
			<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Personnel</b>							
3.1	Experts	Sub-Score	350				
	General Qualification	100					
	Suitability for the Project						
	- International Experience	50					
	- Training Experience	50					
	- Professional Experience in the area of specialisation	50					
	- Knowledge of the region	50					
	Language Qualifications	50					
		350					
<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.

#### **26. Vendor protest**

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures at the following link: <http://www.undp.org/procurement/protest.shtml>.

## **General Conditions of Contract**

### **1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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 that may adversely affect UNDP or the United Nations and shall fulfill 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 to 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 the 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 the UNDP;
  - (iii) Provide that the 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 the 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 the 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**

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## **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 United Nations in connection with its business or otherwise.

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

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1 The recipient ("Recipient") of such information shall:
- (i) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - (ii) use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- (i) any other party with the Discloser's prior written consent; and,
  - (ii) the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
    - any entity over which the Party exercises effective managerial control; or,
    - for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

- 14.1 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 the 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the 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.
- 14.2 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, the 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.
- 14.3 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.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

#### **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), 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.
- 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, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the 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 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**

Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **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 the 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 the UNDP before the payment thereof and the 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 the 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. SEXUAL EXPLOITATION**

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **23. AUTHORITY TO MODIFY**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

## **Terms of Reference**

### **Project: Transitional Capacity Support for the Public Administration of Moldova**

#### **Project Re-engineering of Business Processes**

**Purpose:** Hiring of a company/organization to design, prepare and conduct a training on the subject of business process engineering and re-engineering for the staff of the Main State Tax Inspectorate (MSTI), Moldova.

**Location:** Chisinau, Moldova

**Period:** 5 days, 11 June - 15 June 2012

#### **1. Organizational setting and Background**

The assignment shall be performed under the direct supervision of the Deputy Chief of the Main State Tax Inspectorate (MSTI) and overall direction and procedural guidance by the UNDP Moldova.

#### **Transitional Capacity Support Project**

The project "Transitional Capacity Support for the Public Administration of Moldova" was designed upon the request of the Government of Moldova to enhance capacities of the Moldovan Central Public Administration in order to accelerate the reform process and achieve Moldova's short-and medium term development goals. The project seeks to address urgent short-term capacity needs of the public administration at a time when Moldovan central government institutions face serious financial and human resources gaps. Complementary, training, internships and incentives will be rolled out to develop skills and encourage better performance by existing civil servants. In addition to helping the Government pursue critical reform priorities, the intervention is designed to catalyze the on-going implementation of central public administration reform. It is coordinated and managed by the United Nations Development Programme (UNDP) and State Chancellery of Moldova and will complement on-going work by other Donors.

In line with the Government of Moldova Activity Programme and EU integration agenda, (particularly, the negotiation and implementation of the new agreement between the EU and Moldova), the project will accelerate the implementation of a priority package of reforms by the Government of Moldova. Policy and legislative reforms coupled with the improved capacity (including the mobilized local consultants, the trained and motivated civil servants, the newly educated professionals, etc.) will ensure an optimal level of preparedness of the public administration to continue the implementation of the national policies and programmes in line with EU integration agenda. Advancing the Central Public Administration Reform, the project can also build a foundation for the future EU Comprehensive Institution Building Initiative.

#### **Background**

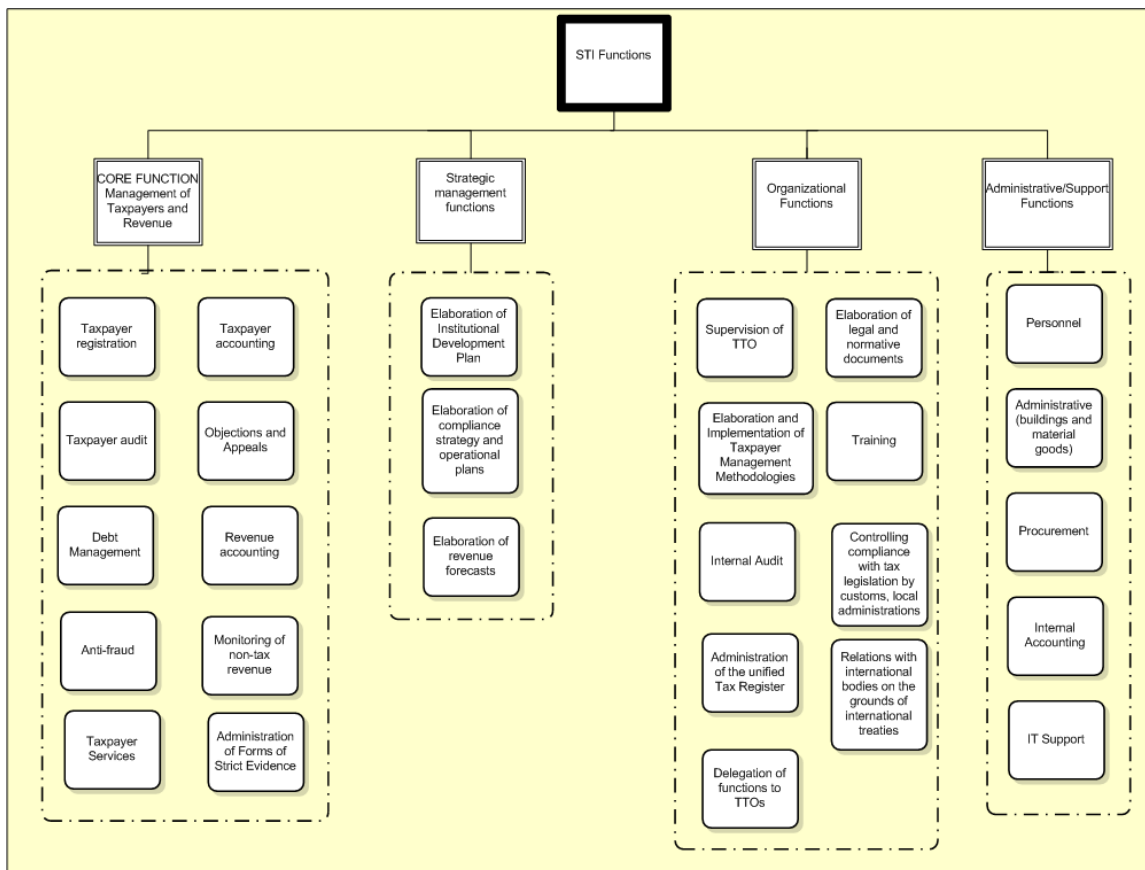
The MSTI of the Republic of Moldova initiated a series of reforms and reorganizations in order to align with the best international tax practices in the context of the European Integration agenda of the Government of Republic of Moldova. The tax administration reform is a priority of the Government Programme "Freedom, Democracy and Wellbeing" component aiming at ensuring increased capacities of the tax administration, through more efficient organization and a better use of modern management techniques and information technologies. Therefore, the MSTI is currently implementing a comprehensive Tax Administration Modernisation project (TAM) formed by four main components:

1. Institutional Reforms and Human Resource Development.
2. Operational Reforms.
3. Information Technology Modernisation.
4. Project Management and Change Management.

With the support of the UNDP European Union High Level Policy Advisors Mission (EUHLPAM) in Moldova project, MSTI has recently conducted workshops on various elements related to the component 4, since the management of changes is seen as a precondition for the execution of the entire TAM project. It is further envisaged that the components 2 and 3 will include substantial work on analysis of the currently performed business processes (BP) in

terms of rationality, efficiency and effectiveness and subsequently resulting in tangible proposals for changing several of these processes.

The UNDP EUHLPAM team supporting the MSTI has recently prepared (as a part of the overall requirement specifications for the new Information System; ref.: component 3.) the preliminary BP Catalogue depicting with narratives and diagrams approx. 150 of the main BPs currently conducted by MSTI and STI operational departments, often interacting with various external entities, such as Treasury of the MoF, entities of Local Public Administration, National Bureau of Statistics, National Health Insurance Company, National Social Insurance House, State Registration Chamber, Cadastral administration, commercial banks et al. The business processes have been subdivided into logical groups according to the way by which the work of STI is currently being performed as shown in the next diagram.



It is the intention through the procurement of the training services required by this RFP to establish the basic skills with the selected group of the STI tax officers, who will be responsible for the maintenance and modifications of the BPs in relation to the components 2. and 3. above. As such, and on its own, the provision of the required services addresses the component 1. above in terms of development of human resources.

## 2. Scope of Work

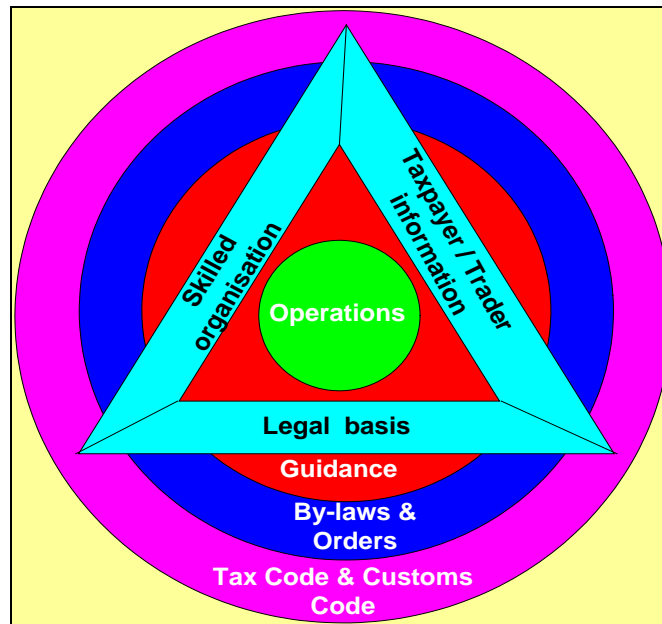
### The overall objective of the assignment:

The main objective of this assignment is to ensure that a selected group of STI officers will obtain the basic skills for evaluating *the rationality, efficiency and effectiveness* of current BPs, and insofar these require changes, the skills to *redefine the existing processes and define new processes, appropriately documented* in line with a given BP (re-)engineering methodology and using adequate tools for this purpose.

While the Contractor is not expected to be familiar with details of the currently conducted BPs of STI, the Purchaser will evaluate the skills (demonstrated in the proposal) for analysing the BPs from the perspective of *completeness, transparency, (un)necessary (redundancy of) tasks* in relation to the governing legal provisions and with the view to the underlying support, current and future, of the Information Systems (IS).



To this end it is envisaged that the beneficiary will contribute to the training event with a short presentation of the current business model depicted below and showing logical interconnections amongst its main elements.



In this basic context the aspects to address would be, inter alia:

1. Legal framework (provided through the respective laws, by-laws, and orders)
2. Definition of main stakeholders' role and their respective interest, e.g. MoF, Tax, Customs, other authorities collecting public revenue, taxpayers, traders, international partners and general public.
3. Main objectives & goals persuaded by TAM project.
4. Definition of success criteria.
5. (Re)-definition of main business processes.
6. Information/data required for accomplishing business processes and definition of sources and access to the necessary data.
7. Technology required and available on the market to process data.

As the MSTI management so far has not selected or decided upon the preferred BP (re)engineering methodology and tools, the Contractor is encouraged to prepare and conduct the required services *based on such methodology and supported by such tools, which in the Contractor's views will represent the optimal solution* for the STI from business and commercial perspective. The Contractor should clearly indicate and adequately describe in the proposal their choice of preferred methodology and tools with the indication of relevant cost related to the ownership and use of such methodology and tools.

**Notwithstanding the above**, this procurement does not include the purchasing of any whatsoever methodology and/or supporting tools. Consequently, any component that may be required for the duration and performance of the required training shall be temporarily installed and used at the initial cost of the Contractor. If applicable, such cost should be listed in Annex V Price Schedule/Financial Proposal as an "out of pocket expense".

In order to achieve the stated objectives, the Contractor will have the following responsibilities:

- Review relevant parts of the applicable legal provisions, Tax Code in particular.
- Propose to the beneficiary the methodology and tools for BP (re)-engineering.
- Prepare and conduct a week long training on the subject matter.
- Prepare the final report for the Purchaser and the beneficiary organisation.

## **Main tasks:**

**The purpose** of the training is to increase the capacity of the STI staff to maintain and further develop the BP catalogue according to an acknowledged international methodology and supported by adequate maintenance tools.

The case-studies, the BP simulations discussed and applied during the course should duly consider the current operational environment of the STI in general and particular study cases should be selected from the available preliminary catalogue of BPs.

**Output:** It is expected that after the delivery of the training, the trainees will acquire a set of theoretical knowledge and practical skills to enable the participants maintaining the BP catalogue through completing it with the missing BP descriptions and through applying the adjustments necessitated by the general amendments of legal provisions, *de iure* and *de facto* business changes, as well as those dictated by taking in use new IT components.

## **The training provider will:**

- Get familiar with the general legal provisions governing the taxation area in Moldova.
- Develop the training modules including agenda, working methods and learning procedures, background materials and evaluation forms of participants for the total duration of 30 hours corresponding to 5 complete days of training of 6 hours each, net (not including the lunch and coffee break time).
- Provide, if applicable, the agreed number of licensed SW, specifically and temporary required for executing the training session.
- Prepare the handouts for the participants at the training, including case-studies, implementation simulation practice and other relevant support materials/handouts in coordination with the MSTI management.
- Submit all training materials and hand-outs to the Project Associate /Training Coordinator at least 1 week in advance to secure the time for its distribution.
- Deliver the course during the period of 11 June through 15 June 2012 according to the agreed schedule.
- Issue certificates of attendance to the trainees.
- Submit the evaluation forms filled in by trainees to the Project Associate /Training Coordinator and to the MSTI management.
- Draft and submit a report to the Project Associate /Training Coordinator upon training delivery, including a Summary of the evaluation by the trainees.

The training shall be performed in Romanian and equally all training material prepared by Contractor shall be in the Romanian language. The Contractor shall be required to submit to the Project Associate/Training Coordinator all training materials and hand-outs at **least 1 week in advance** to secure the time for its multiplication and distribution.

The Contractor shall facilitate the training session related logistics: the class-room, computer for each trainee and visual equipment and other technical facilities, as required. The Contractor shall also facilitate relevant logistic services, including catering.

## **The beneficiary (MSTI) will:**

- Submit to the awarded Contractor selected parts of the existing BP Catalogue
- Appoint the agreed number of the training attendees with the adequate background.
- Provide a brief introduction to the currently applied business model of STI and an outline of the typical examples of the BPs as currently conducted.

## **Training modules shall last:**

5 days –30 hours for 6 participants.

Training will be coordinated with the Project Associate/Training Coordinator of the “Transitional Capacity Support for the Public Administration of Moldova” UNDP project.

## **3. Reporting**

**The final report and evaluation forms** should be submitted to the UNDP “Transitional Capacity Support to the Public Administration in Moldova” Project Manager and to the MSTI in a hard copy and in the electronic form. The summary of all deliverables is shown in the next table.

## **4. Key deliverables and timeframe:**

Deliverables	Timeframe			
	28 May 2012	4 June 2012	11-15 June 2012	20 June 2012
1. Familiarisation with the general legal provisions and selected elements of the Moldovan Tax Code.				
2. Finalization of the training modules & training material in collaboration with the MTSI.				
3. Finalization of the training program/agenda in collaboration with the MTSI.				
4. Delivering the training course.				
5. Submission of the final report.				

**5. Technical Evaluation Criteria for Applicants:**

- Expertise of the company/organization in the subject area, i.e. BP (re-engineering);
- Expertise of the company/organization in preparing and conducting training on the subject matter;
- Qualification of personnel with relevant and adequate experience in the area of the subject matter and provision of training.

**6. Applicants will submit:**

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

1. Company profile and activity report regarding relevant activities performed during last 5 years;
2. CVs and employment contracts or availability statements of key experts designing/preparing the training material and conducting the training session, including the role and tasks of each of them;
3. Comprehensive requirements for the equipment that needs to be available to the trainees and trainers for the execution of the training.
4. Detailed Budget (presented in a separate envelope, as described in the Instructions to Offerors Section).



## 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 RfP: Services for the training on Re-engineering of Business Processes</b>				
<b>Description of Activity/Item</b>		<b>Number of Staff</b>	<b>Monthly Rate</b>	<b>Estimated Amount</b>
<b>1.</b>	<b>Remuneration</b>			
1.1	Services in Home office			
1.2	Services in Field			
<b>2.</b>	<b>Out of Pocket Expenses</b>			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			