

Request for Proposal (RFP)

Ref.no. *RFP12/00568*

Date: *06.07.2012*

Dear Sir/Madam,

Subject: RFP for facilitation of participatory gender audit of National Employment Agency


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)
 - vi. System Concept Design (Annex VI)
3. Your offer comprising of (1) technical proposal and (2) price schedule/financial proposal, in separate sealed envelopes, marked with **"RFP: Facilitation of Participatory Gender Audit of National Employment Agency/UN Women WEE"** should reach the UN Women Moldova office no later than 30 July 2012, 12.30 (Chisinau time) at:

UN Women Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: UN Women/WEE Programme

Contact person for clarifications: Natia Cherkezishvili, CTA/Programme Manager (natia.cherkezishvili@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,



Natia Cherkezishvili
CTA/Programme Manager

Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified companies to facilitate the process of organizing and conducting the Participatory Gender Audit within the National Employment Agency by providing conceptual as well as technical support for the efficient delivery of the Participatory Gender Audit activities, according to the TOR contained in Annex III herewith.

The offers must be composed of two parts: *technical* and *financial*. Each part is presented in sealed envelopes. The Offers from Consortia formed by foreign companies and companies registered in Moldova will be accepted for evaluation. The Contract will be awarded to the Company (Consortia) with the proposal that will obtain the highest score according to 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 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 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, 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 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

- Description of the organization (experience, human resources, technical and managerial capacity in the related field, including company's litigation and arbitration history);
- Copy of registration certificate of the organization;
- Company's portfolio regarding successfully implemented similar assignments;
- Company's list of customers/ beneficiaries of services for previous/on-going projects;
- Work-plan and approach (detailed description of activities, timeline, agenda);
- CVs and certificates of staff proposed for implementation of this project and their role;
- List of envisaged risks related to project implementation
-
- Warranty period for the proposed IT solution;
- Detailed budget for the implementation of the assignment (**presented in a separate envelope** as per Instructions to Offerors);
- 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 Moldovan Leu (MDL) and shall be VAT exclusive. For comparison purposes, all other currencies shall be converted into Moldovan Leu 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 ninety (90) days after the date of Proposal submission prescribed by the procuring UN Women entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN Women entity on the grounds that it is non-responsive.

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

13. Format and signing of proposals

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

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

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

14. Payment

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

D. Submission of Proposals

15. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –

**UN Women Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: UN Women/WEE Programme**

and,

- marked with –

"RFP: Facilitation of Participatory Gender Audit of National Employment Agency/UN Women WEE"

(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 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

Proposals must be received by the procuring UN Women entity at the address specified under clause *Sealing and marking of Proposals* no later than **30 July 2012, 12:30 pm**, Chisinau time.

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

17. Late Proposals

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

18. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

19. Opening of proposals

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

20. Clarification of proposals

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

21. Preliminary examination

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

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

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

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

22. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price 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 | | | | |
|--|--|--------------|-------------------|---------|---|---|---|---|
| | | | | A | B | C | D | E |
| 1. | Expertise of Firm/Organisation submitting Proposal | 35% | 245 | | | | | |
| 2. | Proposed Work Plan and Approach | 45% | 315 | | | | | |
| 3. | Personnel | 20% | 140 | | | | | |
| Total | | | 700 | | | | | |

Evaluation forms for the technical proposals follow. 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 |
|--------------------------------------|--|-------------------|
| 1. | Offeror's Expertise and Capacity, including: | |
| 1.1 | Reputation of Organisation and Staff (Competence/Reliability) in undertaking the development and provision of trainings and workshops or/and similar assignments at national level | 56 |
| 1.2 | General Organisational Capability which is likely to affect implementation (i.e. number and type of products/assessments produced in the past) | 56 |
| 1.3 | Quality insurance procedures | 14 |
| 1.4 | Experience: | 119 |
| | - Experience in monitoring and evaluation of official documents and strategic planning documents at the level of state institutions/agencies/organizations | 42 |
| | - Experience in organizing, facilitating and conducting seminars, trainings and round tables with state institutions/agencies/organizations, especially on gender related issues | 42 |
| | - relevant experience in gender related assessments | 35 |
| Total Form 1 | | 245 |

| Technical Proposal Evaluation Form 2 | | Points Obtainable |
|---|--|----------------------|
| Proposed Work Plan and Methodology | | |
| 2.1 | The task is well understood and properly (in sufficient detail) addressed | 42 |
| 2.2 | Important aspects of the task are addressed in sufficient details | 28 |
| 2.3 | Different components of the project are adequately weighted relative to one another | 28 |
| 2.4 | Proposal is based on a survey of the project environment, data input is properly used in the preparation of the proposal | 42 |
| 2.5 | The scope of the task is well defined and corresponds to the ToR | 63 |
| 2.6 | Efficient and realistic work plan corresponding to the needs/specifics stipulated in the TOR (sequence of activities is realistic and will ensure effective implementation of the work plan, plan is falling in indicated under the ToR time frames) | 56 |
| 2.7 | The proposed methodology and approach is detailed, adequate, directly targeting the assignment and ensures a high level of confidence in the results to be obtain (both in terms of quantity and quality) as well as ensures cost-efficiency | 56 |
| Total Part 2 | | 315 |

| Technical Proposal Evaluation Form 3 | | Points Obtainable | |
|--|---|----------------------|------------|
| Personnel | | | |
| 3.1. | Task Manager/Team leader | Sub-score | 77 |
| | Education and general qualification | 14 | |
| | <i>Prior experience of team/group leader/manager in undertaking similar exercise (Suitability for the Project)</i> | 28 | |
| | - less than 3 years | 9 | |
| | - 3-5 years | 18 | |
| | - more than 5 years | 28 | |
| | <i>Professional experience in the area of specialization (experience in developing and providing specialized trainings related or similar to the announced assignment)</i> | 21 | |
| | - less than 3 years | 7 | |
| | - 3-5 years | 14 | |
| | - more than 5 years | 21 | |
| Experience with UN or other donor organizations | | 7 | |
| Language qualifications: Fluency in Romanian and English | | 7 | |
| 3.2 | Team members/experts | Sub-score | 63 |
| | Education and general qualification | 13 | |
| | Professional experience working in/with the employment sector/agencies and providing trainings and workshops for public and private organizations relevant to the requested field | 28 | |
| | o less than 3 years | 9 | |
| | o 3-5 years | 18 | |
| | o more than 5 years | 28 | |
| | Knowledge of employment sector in Moldova and its peculiarities | 12 | |
| | Experience with UN or other donor agencies | 5 | |
| | Language qualifications: Fluency in Romanian, English will represent an asset | 5 | |
| Total Part 3 | | | 140 |

The nominated Task Manager must be the employee who will be responsible for the overall management and coordination of the project inputs and distribution of operational tasks among the other consultants/experts the entire period set for this contract.

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

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

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

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

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

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UN Women as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UN Women;

(iii) Provide that UN Women shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

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

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

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

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

15. TERMINATION

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

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration

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

17. PRIVILEGES AND IMMUNITIES

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

18. TAX EXEMPTION

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

19 CHILD LABOUR

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

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

20 MINES

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

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

21 OBSERVANCE OF THE LAW

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

22 AUTHORITY TO MODIFY

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

Terms of Reference
for
a local Company to support and facilitate the process of Participatory Gender Audit within National
Employment Agency of the Republic of Moldova

Background:

UN Women (former UNIFEM) with funding support from the Swedish International Development Agency (Sida) is implementing since December 2009 a four-year development programme on women's economic empowerment. The Programme is aimed at addressing the needs of the rural and sub-urban population, especially poor women in exercising their social and economic rights through increasing access to quality information and services in employment and social protection areas. This is being achieved through improving local services, building capacity of the relevant institutions as well as improving policy and legislation based on the gaps identified through their practical application on the ground. The program is designed to be fulfilled in line with the Government priorities set for 2009-2013 as well as the Reforms launched by the State in the areas of labour market and social protection.

The Program's Development Objective is to make women in rural and sub-urban areas of Moldova be informed, empowered and able to better benefit of their social and economic rights. For that purpose, the Programme is striving towards achieving three interrelated outcomes as follows:

Outcome 1: Moldovan women living in poverty in rural and sub-urban areas are able to make informed decisions that enable them to access quality services;

Outcome 2: Key policy, service delivery and media institutions in MOL have increased resources, structures, procedures, incentives and capacities to implement policies that promote and protect women's human rights to access to employment and social protection;

Outcome 3: Labour and Social Protection laws and policies promote women's employability.

These outcomes are being implemented at three levels of intervention: work at the regional/local, policy and institutional level. At the local level the programme is focusing on creating a joint platform for women in rural and sub-urban areas in the form of Joint Information and Services Bureaus which bring together various public and private service providers in the areas of employment, social protection and related areas and provision of services in a coordinated manner. It is expected that such a model will facilitate open access and use of existing opportunities by women in the most effective way shortest leading to the improvement of the quality of life and thus fulfillment of women's human rights. At the policy level, the programme will support the review of laws and policies to promote women's employability and eliminate the prohibitions and bottlenecks that impede women to exercise their rights in the area of employment and social protection. At the institutional level the programme aims at supporting and fostering the capacities of gender equality mechanism to effectively address issues on women's human rights to employment and social protection. In addition, the programme envisages supporting capacity building initiatives for national institutions with competencies in the area of employment and social protection to increase their institutional and intellectual capacity to promote policies and practices that take into consideration WHR issues.

The Ministry of Labour, Social Protection, and Family (MLSPF) is the central specialised body of the central public administration with competencies in promoting policies in the area of labour and social protection. The current scope of competencies of the MLSPF is focused on two priority areas: (i) social protection; and (ii) labour and employment.

Rationale:

The MLSPF promotes policies on labour and employment through two specialized implementation agencies: (i) the National Employment Agency (NEA) and Labour Inspection (LI).

The NEA is the central specialized deconcentrated body of the public service, subordinated to the MLSPF, with competencies to promote state policies, strategies, and programs in the area of labour market development, social protection of job seekers, unemployment prevention and combating its social effects.

NEA owns and maintains an information system, which allows collection of sex-disaggregated data. In 2009, due to budget cuts across the central public administration, some of the National Employment Agency programmes have been scaled down. The National Employment Agency developed a new form for job seekers, which would allow improved service provision although it does not have resources available to adjust the informational system accordingly. According to the Program Baseline Study no evidence of direct discriminatory practices neither were identified, alike no pro-active practices for promoting women's employment were revealed, which is denoting the insufficient awareness of the NEA towards gender issues, or not enough implication from the NEA Management side in the respective matters due to the fact that Internal Regulations do not provide for this type of involvement.

In order to further strengthen capacities of key national stakeholders in internalizing gender equality and gender mainstreaming in all work activities, UN Women and International Labour Organization (ILO) have entered into a joint action plan aimed at building capacities of MLSFP and NEA, alongside with those of the Labour Inspection and Social Partners to implement policies at the national and local levels that promote and protect women's human rights to access to employment and social protection. According to that plan, a Training of Facilitators on Participatory Gender (PGA) has been conducted for the MLSFP and NEA, based on the ILO methodology outlined in the Manual for Gender Audit Facilitators¹. The training contributed to increased knowledge and understanding of representatives of NEA on conducting Gender Audit within institutions and served as a basis for the participatory gender audit to be undertaken by these institutions with the facilitation of the programme.

As a result of the Training, NEA management started preparation of such a Participatory Gender Audit and initiated an internal resolution regarding organization of the Participatory Gender Audit. Nevertheless, due to its limited capacities, both human and technical, NEA has requested support from UN Women for the provision of external expertise and knowledge to accomplish the task successfully, especially that this exercise requires intensive facilitation, out of office work and analytical thinking.

According to ILO methodology, Participatory Gender Audit is conducted by a team of employees/members of the audited organization (further referred as "Internal Team" – see Approach and Methodology compartment below) appointed by the organization's management and chaired by a representative of the organization's management, but due to insufficient experience and theoretical/methodological preparedness of the targeted organization's staff, the Program seeks to hire a local company that will provide overall facilitation and support in the process of the Participatory Gender Audit.

Scope of Work:

The overall objective of the assignment is to facilitate the process of organizing and conducting the Participatory Gender Audit within the National Employment Agency by providing conceptual as well as technical support for the efficient delivery of the Participatory Gender Audit activities.

Tasks:

For achieving the objective of the assignment, the company will have to undertake a series of activities, including but not limited to:

1. Support the internal team in conducting a thorough desk review and analysis of internal and public documents produced by the organization/the departments audited within the organization to identify gender related issues/blind spots and highlight existing good practices;
2. Facilitate the dialogue between the management of the organization and the focal points appointed for the participatory gender audit;
3. Supervise and support the organization in elaboration of questionnaire for the qualitative self-assessment of the selected units within the organization, including professional staff, chiefs of departments and general service staff;
4. Support the internal team in planning the interview schedule and participate/facilitate the internal questioning process to be conducted by the organization's team;

¹ A Manual for Gender Audit Facilitators: the ILO Participatory gender Audit Methodology, ILO 2007. The training manual was modeled on material developed by the Gender and Development Training Centre for the Stichting Nederlandse Vrijwilligers (SNV) in the Netherlands.

5. Assist the internal team in evaluating the questionnaires and elaborate a summary report on identifications;
6. Provide conceptual support to the organization in planning the participatory workshop;
7. Provide substantive support in organizing and conducting a one and half day participatory workshop for the organization's staff on gender and equal opportunities, but more specifically focused on the issues identified during the audit process. Under this point, the company will support the organization team in elaborating the detailed Agenda and Handover materials to be used within the sessions;
8. Facilitate the debriefing session with the management of the organization and decide upon further steps to be taken in solving the gender related issues identified during the participatory gender audit as well as conceptually support the organization team in conducting a feedback session with all staff and the management;
9. Provide conceptual support and facilitate the organization in the process of elaborating the Gender Audit report.
10. Undertake the logistical part of the assignment, including arrangements and financial coverage for the venue, catering services and if need be – transportation for participants at the Participatory Gender Audit sessions.
11. Maintain permanent contact (including technical meetings) with the internal teams in order to plan and conduct the respective activities
12. Any other tasks identified as relevant during the process of planning and carrying out the Participatory Gender Audit

Approach and Methodology:

The Participatory Gender Audit itself is conducted by a team of employees/staff members of the audited organization. Usually the team, chaired by a representative of the management of the organization, is composed of 5-7 employees, representatives of one or more departments within the organization and called focal points. They undertake the initiative and conduct the Gender Audit in a participatory manner involving at least the major units/departments of the audited organization, mandatory including the management/administrative department.

According to International Labour Organization the Participatory Gender Audit implies the following activities to be undertaken by the internal team:

- Assess whether internal practices and related support systems for gender mainstreaming within an organization are effective and reinforce each other;
- Establish a baseline for the current situation of the organization concerning gender aspects;
- Identify critical gaps and challenges, and provide recommendations to address them, suggest possible improvements to be made to the current Laws and internal Regulation of the audited organization in increasing the consideration of gender issues and non-discrimination based on gender;
- Document good practices towards the achievement of gender equality principles within the audited organization, i.e. existing documents, regulations, etc.
- Build organizational ownership on the results of the Participatory Gender Audit
- Create basis for action planning towards the elimination of existing gender bias and discriminatory approaches within the documents and procedures identified during the establishment of the Baseline.

The approach based on which the PGA will take place will be mainly based on the methodology proposed by the International Labour Organization, which is comprised of 12 key areas identified using letters A through L:

- A. Context of the audited unit and its relationship to gender issues relevant to the technical area, current gender debate and related gender initiatives;
- B. Mainstreaming of gender equality in the work unit's strategic objectives, policies, programmes and budget;
- C. Mainstreaming of gender equality in the implementation of programmes and technical cooperation activities;

- D. Existing gender expertise, competence and efforts at capacity building;
- E. Information and knowledge management on gender issues;
- F. Systems and instruments in use for accountability, evaluating and monitoring on gender equality;
- G. Choice of partner organizations;
- H. Gender equality initiatives as reflected in the unit's products and public image;
- I. Decision-making processes including on gender mainstreaming;
- J. Staffing and human resources concerning balance of women and men, and gender-sensitive policies;
- K. Organizational culture and its effects on gender equality;
- L. Perception of achievements on gender equality.

Deliverables and Timeframe:

The overall process of Participatory Gender Audit within an organization may vary from 2 to 5 months depending on the level of involvement of the internal team and the audited staff members/departments. In this particular case, i.e. conducting the Participatory Gender Audit within the National Employment Agency of Republic of Moldova, the estimated timeframe required is approximately 4 months. It is expected that the company shall begin work early August July and finalize the assignment by end 2012.

The selected company will be responsible for delivering the following outputs, comprising of the main milestones:

| No | Deliverable | Tentative timeframe |
|----|--|--|
| 1 | A detailed plan for undertaking the Audit coordinated with the NEA | Within 5 days after signing the contract |
| 2 | A desk review and analysis of internal and public documents produced by NEA and its departments to identify gender related issues/blind spots and highlight existing good practices. | Within 1 month after the signing of the contract |
| 3 | Questionnaire for the qualitative self-assessment of the selected units within NEA, including professional staff, chiefs of departments and general service staff developed | Within the first 1 month |
| 4 | Interview and internal NEA questioning process conducted and questionnaires evaluated | Within 2 months |
| 5 | A summary report on the identifications of the interview and questioning process presented | Within 4 months |
| 6 | A workshop with NEA staff organized to discuss the issues identified during the audit process and a report of the workshop presented | Within the 4 th month of contract |
| 7 | Final report on the PGA conducted, with recommendations for further steps to be undertaken by NEA | By end Nov, 2012 |

All deliverables shall be agreed with UN Women WEE management and reports provided in Romanian and English, both electronic and hard copies.

Organizational setting:

The selected company will work outside the programme office, closely liaising at all times with the management of NEA and its departments, and with the UN Women International Programme Manager and Programme Analyst, who will provide advise, guidance and information, as appropriate. The company is also expected to provide with a team of at least 3 experts, including with expertise in gender and employment, who will participate in all PGA activities, including working meetings, as deemed necessary for the fulfillment of this task.

UN Women will provide the contractor with necessary information and materials for the fulfillment of tasks, especially on the PGA methodology and guidelines.

Requirements to eligible Companies/Organisations

The qualifications that make the Offeror eligible for this assignment are:

- Officially registered legal entity as per Republic of Moldova's regulations;
 - Knowledge and relevant experience in gender related assessments;
 - Experience in organizing, facilitating and conducting seminars, trainings and round tables with state institutions/agencies/organizations, especially on gender related issues;
 - Experience in monitoring and evaluation of official documents and strategic planning documents at the level of state institutions/agencies/organizations;
 - Qualified expert(s) with:
 - Advanced degree in Social sciences, economic, statistics or similar field, or equivalent working experience in the sector;
 - At least 5 years of proven experience of working within/with the National Employment Agency;
 - Sound knowledge of employment sector in Moldova and its peculiarities;
 - Good communication and facilitation skills;
 - Good writing skills and relevant language abilities, knowledge of English will be considered as an advantage;
 - Communication skills, effective problem solving, self-improvement, analysis and synthesis, effective team work, effective independent work, adaptability, creativity;
 - Knowledge of the ILO PGA methodology will represent a strong advantage.
-

PRICE SCHEDULE

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 Section II, Clause 18.

The Price Schedule 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 CD or diskette (IBM compatible).

| Price Schedule*: | | | | |
|--|-------------------------------------|------------|-------------------|--------------|
| Ref. RFP for facilitation of participatory gender audit of National Employment Agency | | | | |
| | Description of Activity/Item | Qty | Price/Rate | Total |
| 1. | Remuneration | | | |
| 1.1 | Services in Home office | | | |
| 1.2 | Services in Field | | | |
| 1.3 | Others (please specify) | | | |
| | Sub-total | | | |
| | | | | |
| 2. | Out of Pocket Expenses | | | |
| 2.1 | Travel | | | |
| 2.2 | Communications | | | |
| 2.3 | Reproduction and Reports | | | |
| 2.4 | Equipment and other items | | | |
| 2.5 | Others (please specify) | | | |
| | Sub-total | | | |
| | | | | |
| 3. | Management cost | | | |
| 3.1 | Specify | | | |
| | Sub-total | | | |

*Additional budget details explaining the calculations are welcomed.