

Request for Proposal (RFP)

Ref.no. RFP12/00594

Date: 18 September 2012

Dear Sir/Madam,

Subject: RFP for a specialized company/NGO to undertake compatibility analysis with CAHVIO recommendations/UN Women

1. You are requested to submit a proposal for a compatibility analysis and development of zero drafts of legal documents to ensure ratification of CAHVIO Convention by the Republic of Moldova, 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 (1) technical proposal and (2) price schedule/financial proposal, in separate sealed envelopes, marked with **"RFP12/00594: Compatibility analysis with CAHVIO/UN Women"** should reach the UN Women Moldova office no later than 10 October 2012, 12.00 (Chisinau time) at:

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

Contact person for clarifications: Natia Cherkezishvili, CTA/Programme Manager (natia.cherkezishvil@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 undertake compatibility analysis and develop zero drafts of legal documents to ensure ratification of CoE CAHVIO Convention by the Republic of Moldova, 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;
- 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 sixty (60) days after the date of Proposal submission prescribed by the procuring UN Women entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN Women entity on the grounds that it is non-responsive.

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

13. Format and signing of proposals

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

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

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

14. Payment

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

D. Submission of Proposals

15. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –

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

and,

- marked with –

"RFP12/00594: Compatibility analysis with CAHVIO /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 **10 October 2012, 12:00 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	30%	210					
2.	Proposed Work Plan and Approach	35%	245					
3.	Personnel	35%	245					
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 similar assignments	40	
1.2	General Organisational Capability which is likely to affect implementation (i.e. number and type of products/legislative analysis produced in the past)	40	
1.3	Proven cumulative experience in legislative drafting and analysis in the area of domestic violence, gender equality and women's rights); (sample of works, including similar to those under the current ToR, undertaken)	80	
	- 3 years		60
	- more than 5 years		80
1.4	Relevance of	35	
	- Specialized Knowledge (knowledge and understanding of human rights, gender equality, violence against women, and women's rights issues in Moldova, knowledge of national and international domestic violence and gender equality related legislation and instruments, including knowledge of material and procedural legislation in the areas of Administrative, Criminal and Civil Law of Moldova)		25
	- Experience with donor/international and/or national governmental organisations		10
1.5	Quality assurance procedures	15	
Total Form 1		210	

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	25
2.2	Important aspects of the task are addressed in sufficient details	15
2.3	Different components of the project are adequately weighted relative to one another	15
2.4	Proposal is based on a survey of the project environment, data input is properly used in the preparation of the proposal	20
2.5	The scope of the task is well defined and corresponds to the ToR	70
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)	50
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 obtained (both in terms of quantity and quality) as well as ensures cost-efficiency	50
Total Part 2		245

Technical Proposal Evaluation Form 3		Points Obtainable	
Personnel			
3.1.	Task Manager/Team leader	Sub-score	130
	Education and general qualification	20	
	Prior experience of team/group leadership in undertaking similar exercise (Suitability for the Project)	30	
	- 5 years	20	
	- > 5 years	30	
	Professional experience in the area of specialization (research and analysis in the human rights protection area, including gender equality, domestic violence, women's human rights as well as national implementation of legislation in the human rights field, including in developing models for alignment of national legislation with international standards)	35	
	- 5 years	20	
	- more than 5 years	35	
	Knowledge of national and international counterparts working in the area of domestic violence, gender equality and in the broader area of human rights	25	
Language qualifications: Fluency in Romanian and English, knowledge of Russian	20		
3.2	Team members/experts	Sub-score	115
	Education and general qualification	20	
	Professional experience in the area of specialization (experience in legislation research and development, preferably with an expertise in gender-based violence)	55	
	o 3 years	40	
	o > 3 years	55	
	Knowledge of the national and international counterparts working in the area of domestic violence, gender equality and in the broader area of human rights	20	
	Language qualifications: Fluency in Romanian, good command of English, knowledge of Russian	20	
Total Part 3		245	

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.

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 in 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 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

“Compatibility analysis of Moldova legislative and normative framework with Convention of CoE on Preventing and Combating Violence Against Women and Domestic Violence”

Job Title:	Specialized company/NGO to undertake compatibility analysis and develop zero drafts of legal documents to ensure ratification of CoE Convention by the Republic of Moldova
Duty Station:	Chisinau, Republic of Moldova
Reference to the Project:	Women’s Economic Empowerment
Contract Type:	Institutional Services Contract
Duration of the assignment	November 2012 – February 2013

Background

With independence, the Republic of Moldova entered a long and complex transition with social and economic changes that have moved the country from an authoritarian to a democratic regime with a market economy. This implied changes in the roles played by the state and the population in terms of rights and duties. The transition highlighted the need for the country to put human rights and gender equality forward as a key factor for the national development and accordingly the country made significant efforts to align national legislation with international human rights and gender equality norms.

Government of Moldova with the support of international community has strongly embarked on promotion of gender equality and undertook specific steps for establishment of an enabling environment to eliminate violence against women, especially domestic violence in Moldova. Several significant results were already achieved regardless of rather concise timeframe. Thus, on 1st July 1994 the Republic of Moldova ratified the Convention on the Elimination of all forms of Discrimination Against Women (CEDAW) and in February 2006 the country acceded to the Optional Protocol to CEDAW. Furthermore, the state undertook specific actions in support of the goal of gender equality and violence prevention, in particular for the enactment of the Law on ensuring equal opportunities for women & men and National Programme on Ensuring Gender Equality during 2010-2015 (2009), including affiliated Action Plans, enactment of the Law on preventing and combating trafficking in human beings (2005) and affiliated national plans, Law on preventing and combating domestic violence (2008), amendments to the Penal and Civil Codes (2002).

In addition to this, the Government of Moldova is continuously making commendable efforts in developing and implementing normative and institutional frameworks in the field of violence and trafficking. Institutional structures with specific competences have been created: Division on policies to ensuring gender equality and violence prevention within the Ministry of labour, social protection and family, national Committee to Combat Trafficking in Human Beings, inter-ministerial group on domestic violence. The National Referral System (NRS) for protecting and assisting victims and potential victims of human trafficking has been created, the network of services addressed to victims of trafficking and violence is gradually developed, an integrated automated information system of cases of domestic violence is being developed.

In this context, it is also worth stating that the National Programme on Ensuring Gender Equality for 2010-2015 approved by the Government in December 2009 stipulates violence against women as one of the areas that need close attention and gender sensitive actions, as women victims of violence, including domestic violence are subject to discrimination. Moreover, one of the specific objectives of the Programme is to ensure alignment of national legislation and normative framework to internationally adopted Treaties and Covenants in the area to ensure de facto assistance and protection of victims of domestic violence, especially women.

Note to mention also the recently adopted by the Council of Europe the Convention on Preventing and Combating Violence against Women and Domestic Violence (CAHVIO). This document is the first legally binding instrument in the world creating a comprehensive legal framework to prevent violence, to protect victims and to end with the impunity of perpetrators. It defines and criminalizes various forms of violence against women (including forced marriage, female genital mutilation, stalking, physical and psychological violence and sexual violence).

Signing the convention reflects governments' continuing commitment to tackling violence against women and girls, including forced marriage, female genital mutilation, stalking, physical and psychological violence and sexual violence. For the Convention to come into force ten countries have to ratify it; so far been signed by 18 member states and ratified by one, Turkey.

UN Women in partnership with Ministry of Labour, Social Protection and Family (MLSPF) supports establishment of an enabling environment to eliminate violence against women, especially domestic violence in Moldova. However, disparities are challenging the achievement in a number of areas. Although the Domestic Violence Law articulates the need to strengthen, protect and support the family and to ensure the observance of fundamental legislative principles regarding family and gender equality, it lacks implementation mechanisms and does not provide legal remedies and sanctions in case of violation.

Taking into consideration this gap as well as Moldova's international human rights commitments on eliminating discrimination against women and promoting gender equality, UN Women WEE Programme plans to support DEO to carry out a compatibility analysis of Moldova legislation towards CAHVIO. with an overall view to assist the country to sign the Convention.

In order to achieve this, UN Women will partner with the Division on Policies for equal opportunities and violence prevention (DEO) of the MLSPF and inter-ministerial group on domestic violence along with representatives of civil society and media and representatives of local and central government.

In the framework of this assignment UN Women is seeking to hire a specialized entity to to analyze the compliance of Moldovan legislation with the Istanbul Convention and prepare zero drafts of needed amendments to Moldovan legislation to ensure its harmonization with the Convention.

This activity will lead to the fulfillment of UN Women Global DRF 3.3 Decisions adopted by intergovernmental bodies and other human rights mechanisms that advance commitments to EAW with specific output 3.3a Number of decisions adopted by inter-governmental bodies and human rights mechanisms that advance EAW commitments.

Scope of Work

Under the overall supervision and guidance from UN Women Office and in close coordination with the Department on Policies for Equal Opportunities and Violence Prevention, the selected entity is expected to undertake an assessment of national legislation in line with the CAHVIO convention recommendations and develop draft legislation to ensure Moldova Legislation alignment with CAHVIO, including its further ratification.

In more specific terms, the organization/or company will:

- Map and analyze Convention on preventing and combating violence against women and domestic violence (CAHVIO Convention) and its recommendations for the countries who will sign and ratify it;
- Map and analyze national relevant legal and regulatory frameworks, incentive systems, strategic documents and policies related to domestic violence in the country and its alignment with the CAHVIO Convention;
- Identify areas in the acting Moldovan legislation that need alignment with the provisions of the Istanbul Convention;
- Meet relevant representatives from different national institutions in order to access the current legal development in the country in regards to DV subject;
- Based on the results of the above assessment, to develop a concrete proposal for the relevant changes and amendments of the national legislation in line with the CAHVIO Convention;
- Present the findings of the analysis and zero drafts of the amendments to the inter-ministerial working group on preventing and combating domestic violence;
- Incorporate comments and suggestions of the working group in the draft amendments and submit them to DEO and the working group for their further follow-up;
- Develop final report on the work carried out and submit it to UN Women along with work products developed in the framework of this contract.

Deliverables and Timeframe

The selected entity shall be responsible for delivering of the following outputs, comprising of the main milestones:

No	Deliverables	Tentative timeframe	Percentage of milestone/output
1.	Detailed work plan and methodology for conducting the compatibility analysis	At latest 2 weeks after the date of contract signature	15%
2.	Report on the legislative and institutional analysis, findings and zero drafts of needed amendments to Moldovan legislation required to ensure its harmonization with CAHVIO	At latest 3 (three) months after the contract signature	65%
3.	Report on carried out activities, stages passed, challenges faced and recommendations for follow-up actions	At latest 4 (four) months after the date of contract signature	20%

The duration of the tasks shall not exceed **4 months** from the signature of the contract, beginning with early November 2012.

All materials are to be presented to UN Women in Romanian and in English, in electronic form (MS environment) and hard copies.

Organizational settings

The consulting company is expected to provide a number of highly qualified consultants/experts for this specific assignment, with required expertise.

The Head of the company will liaise at all times with UN Women head of office who will provide advice, guidance and information as appropriate. Considering that the DEO is one of the strategic partners for this assignment, the company should consult DEO and the DV inter-ministerial council throughout the process.

Inputs/Resources on behalf of UN Women

UN Women will provide the contractor with the necessary information and materials for the fulfillment of tasks, including facilitate necessary meetings upon request.

Requirements to Companies/Organizations:

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

1. Officially registered legal entity as per Republic of Moldova's regulations;
2. At least three years of experience in legislative drafting and analysis in the area of domestic violence, gender equality and women's rights
3. Sound knowledge and understanding of human rights, gender equality, violence against women, and women's rights issues in Moldova;
4. Sound knowledge of national and international domestic violence and gender equality related legislation and instruments;
5. Sound knowledge of material and procedural legislation in the areas of Administrative, Criminal and Civil law of Moldova;
6. Results orientation and commitment to producing high-quality products

The organisation of the project team is of high importance. The required experience of the project team shall be explicitly described in their CVs. The team must include:

- A project manager with at least five years of experience in research management;

- At least 2 researchers with at least three years of experience in legislation research, preferably with an expertise in gender-based violence, of whom one should act as a senior researcher responsible for the content of the study.

The proposed team of consultants should have:

- Advanced university degree in law or other related fields.
- At least 3 years of proven experience of research and analysis in the human rights protection area, including gender equality, domestic violence, women's human rights as well as national implementation of legislation in the human rights field;
- At least 3 years of proven professional experience in legislative analysis and developing models for alignment of national legislation with international standards with focus on gender equality, domestic violence, human rights and other related areas;
- Good knowledge of the national and international counterparts working in the area of domestic violence, gender equality and in the broader area of human rights;
- Excellent analytical skills, ability to synthesize and clearly present complex processes and issues to service the information needs of diverse audiences;
- Excellent writing skills, ability to write in a structured, lucid and concise manner, without losing the depth of the substance;
- Results orientation and commitment to producing high-quality products;
- Good organizational, analytical, problem solving, interpersonal and communication skills;
- Fluency in written and spoken Romanian, good command of English, knowledge of Russian is an advantage.

The project manager is in charge of the coordination and administrative tasks of the project, as well as being responsible for contacting and informing UN Women with regard to all aspects related to the execution of the contract. The project manager shall provide UN Women with frequent updates on the progress of the study and other relevant aspects of the work. The entire team is responsible for the content and quality of all the deliverables, and making sure that they are in line with objectives set for this contract.

Proposals submission modality:

The operational and technical part of the Proposal shall contain the documents mentioned in Annex I of the Request for Proposals (*Instruction to Offerors*).

A two-stage procedure shall be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. Detailed *Technical Evaluation Criteria* are provided in the Annex I, clause 22 of the Request for Proposals (*Instruction to Offerors*).

Only the financial proposals of Offerors satisfying the main criteria will be considered. The contract will be awarded to the Offeror obtaining the highest cumulative score, determined following the formula indicated under Clause 22 of the Annex I of the Request for Proposals (*Instruction to Offerors*).

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 is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price Schedule: Ref. RFP12/00594 for a specialized company/NGO to undertake compatibility analysis with CAHVIO recommendations/UN Women

A. Cost Breakdown per Deliverables*

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	15%	
2	Deliverable 2	65%	
3	Deliverable 3	20%	
	Total	100%	MDL

**Basis for payment tranches*

B. Cost Breakdown by Cost Component*:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UN Women shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1.1. Services in Home office				
1.2. Services in Field				
1.3. Others (please specify)				
Sub-total				
II. Out of Pocket Expenses				
2.1. Travel Costs				
2.2. Communications				
2.3. Reproduction & Reports				
2.4. Others (please specify)				
III. Other Related Costs (please specify)				

*Additional budget details explaining the calculations are welcomed.