**REQUEST FOR PROPOSAL (RFP)**

**EU-UNDP Partnership on Insider Mediation**

**for Conflict Prevention and Peacebuilding in Moldova**

**Title: Development of a Network of Insider Mediators and Their Capacity Building for Cross-River Thematic Platforms and Communities (initiation stage)**

RFP Reference No.: RfP24/02807

Country: Moldova, Republic of

**SECTION 1: LETTER OF INVITATION**

United Nations Development Programme, hereby invites prospective proposers to submit a proposal in accordance with the General Conditions of Contract and the Terms of Reference as set out in this Request for Proposal (RFP).

To enable you to submit a proposal, please read the following attached documents carefully.

Section 1: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Conditions of Contract and Contract Forms

Section 7: Proposal Forms

·       Form A: Proposal Confirmation  
·       Form B: Checklist  
·       Form C: Technical Proposal Submission  
·       Form D: Proposer Information  
·       Form E: Joint Venture/Consortium/Association Information  
·       Form F: Eligibility and Qualification  
·       Form G: Format for Technical Proposal  
·       Form H: Format for CV of proposed key personnel  
·       Form I: Statement of Exclusivity and Availability  
·       Form J: Financial Proposal Submission  
·       Form K: Format for Financial Proposal

If you are interested in submitting a proposal in response to this RFP, please prepare your proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the deadline for submission of proposals set out in Section 3: Data Sheet.

Should you be interested to submit a proposal, please log in to the Quantum NextGenERP supplier portal and subscribe to this tender following the instructions in the system user guide. Please search for the tender using search filters, namely **Negotiation ID: UNDP-MDA-00402**. Once subscribed to the tender, you will be able to receive notifications in case of amendments of the tender document and requirements.

Please indicate whether you intend to submit a bid by creating a draft response without submitting directly in the Quantum NextGenERP supplier portal.

Offers must be submitted directly in the Quantum NextGenERP supplier portal following this link: <http://supplier.quantum.partneragencies.org/> using the profile you may have in the portal (please log in using your username and password). In case you have never registered before, follow the [Supplier Portal Registration Link](https://estm.fa.em2.oraclecloud.com/fscmUI/faces/PrcPosRegisterSupplier?prcBuId=300000127715297&_adf.ctrl-state=azywmctp_1&_afrLoop=6329722925931702&_afrWindowMode=0&_afrWindowId=null&_afrFS=16&_afrMT=screen&_afrMFW=1042&_afrMFH=575&_afrMFDW=1280&_afrMFDH=720&_afrMFC=8&_afrMFCI=0&_afrMFM=0&_afrMFR=144&_afrMFG=0&_afrMFS=0&_afrMFO=0).

**Please note that the access link to the Supplier registered profile is sent from Oracle within up to 3 days. In case you have not received the access link after 3 days since registration, you should address for support to UNDP at the email address:** [**sc.md@undp.org**](mailto:sc.md@undp.org)**.** In case you encounter errors with registration (e.g. system states Supplier already is registered), you should address for support to UNDP at the email address: [sc.md@undp.org](mailto:sc.md@undp.org).

Computer firewall could block *oracle* or *undp.org extension* and Suppliers might not receive the Oracle notifications. Please turn down any firewalls on your computers to ensure receipt of email notification.

Do not create a new profile if you already have one. Use the forgotten password feature in case you do not remember the password or the username from previous registration.

Should you require further clarifications on the application through the Quantum online portal, kindly contact the Procurement Unit at [sc.md@undp.org](mailto:sc.md@undp.org). Please pay attention that the proposal shall be submitted online through the Quantum system and any proposal sent to the above email shall be disqualified.

Should you require further clarifications on the Request for Proposal, Terms of Reference or other requirements, kindly communicate using the messaging functionality in the portal.

Deadline for Submission of Offers (Date and Time), which is visible in the online procurement system will be final. System will not accept submission of any proposal after that date and time. It is the responsibility of the bidder to make sure that the proposal is submitted prior to this deadline for submission.

Bidders are advised to upload proposal documents and to submit their offer a day prior or well before the date and time indicated under the deadline for submission of Offers. Do not wait until last minute. If Bidder faces any issue during submitting offers at the last minutes prior to the deadline for submission, UNDP may not be able to assist on such a short notice and will not be held liable in such instance. UNDP will not accept any offer that is not submitted directly through the System.

We look forward to receiving your proposal.

UNDP Moldova

# SECTION 2: INSTRUCTIONS TO PROPOSERS

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| GENERAL | |
| Scope | Proposers are invited to submit a proposal for the services specified in Section 5: Terms of Reference, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet.  Proposers shall adhere to all the requirements of this RFP, including any amendment made in writing by UNDP. This RFP is conducted in accordance with Policies and Procedures of UNDP which can be accessed at [UNDP Programme and Operations Policies and Procedures/Procurement](https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d&Menu=BusinessUnit).  As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org/)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature. |
| Interpretation of the RFP | Any proposal submitted will be regarded as an offer by the proposer and does not constitute or imply the acceptance of the proposal by UNDP. UNDP is under no obligation to award a contract to any proposer as a result of this RFP. |
| Supplier Code of Conduct, Fraud, Corruption, Gifts and Hospitality | All proposers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes **principles on labour, human rights, environment and ethical conduct** may be found at: <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>  Moreover, suppliers should note that certain provisions of the Code of Conduct will be binding on the supplier in the event that the supplier is awarded a contract, pursuant to the terms and conditions of any such contract.  UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at [UNDP Policy against fraud and other corrupt practices](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/AC_Internal%20Control%20Framework_Anti-Fraud%20Policy.docx&action=default).  Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.  In pursuance of this policy, UNDP:   1. Shall reject a proposal if it determines that the selected proposer has engaged in any corrupt or fraudulent practices in competing for the contract in question; 2. Further to the UNDP’s vendor sanctions policy, shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. |
| Eligible proposers | Proposers shall have the legal capacity to enter into a binding contract with UNDP.  A proposer, and all parties constituting the proposer, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A proposer shall be deemed to have the nationality of a country if the proposer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.  All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNDP to provide consulting services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process; were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP and/or are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.  In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such a conflict exists.  Similarly, the Bidders must disclose in their proposal their knowledge of the following:   * 1. If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and   2. All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.   Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.  The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.  Proposers shall not be eligible to submit a proposal if at the time of proposal submission:   * is included in the Ineligibility List, hosted by [UNGM](http://www.ungm.org/), that aggregates information disclosed by Agencies, Funds or Programs of the UN System; * is included in the [Consolidated United Nations Security Council Sanctions List](https://www.un.org/securitycouncil/content/un-sc-consolidated-list), including the [UN Security Council Resolution 1267/1989 list;](https://www.un.org/securitycouncil/sanctions/1267)   is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](https://www.worldbank.org/en/about/corporate-procurement/business-opportunities/non-responsible-vendors) and [World Bank Listing of Ineligible Firms and Individuals](https://www.worldbank.org/en/projects-operations/procurement/debarred-firms). |
| Proprietary information | The RFP documents and any Terms of Reference or information issued or furnished by UNDP are issued solely for the purpose of enabling a proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to proposers shall remain the property of UNDP. All documents which may form part of the proposal will become the property of UNDP, who will not be required to return them to your firm. |
| Publicity | During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP. |
| SOLICITATION DOCUMENTS | |
| Clarification of solicitation documents | Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.  UNDP will provide the responses to clarifications through the method specified in Section 3: Data Sheet.  UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the proposals, unless UNDP deems that such an extension is justified and necessary. |
| Amendment of solicitation documents | At any time prior to the deadline for proposal submission, UNDP may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.  If the amendment is substantial, UNDP may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal. |
| PREPARATION OF PROPOSALS | |
| Cost of preparation of proposal | The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| Language | The proposal, as well as any and all related correspondence exchanged by the proposer and UNDP, shall be written in the language(s) specified in Section 3: Data Sheet. |
| Documents establishing eligibility and qualifications of the proposer | The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to UNDP’s satisfaction. |
| 11.a Documents comprising the proposal | The proposal bid shall comprise of the following documents and related forms which details are provided in Section 3: Data Sheet:   * + Documents Establishing the Eligibility and Qualifications of the Bidder;   + Technical Proposal;   + Financial Proposal;   + Proposal Security, if required by DS;   + Any attachments and/or appendices to the Proposal. |
| Technical proposal format and content | The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP.  The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive. |
| Financial proposal | The financial proposal shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.  Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price.  Prices and other financial information must not be disclosed in any other place except in the financial proposal. |
| Currencies | All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:   * UNDP will convert the currency quoted in the proposal into the UNDP preferred currency, in accordance with the UN Operational Rate of Exchange. * In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above. * In case of contract award to a local company, payments will be made in Moldovan Leu based on UN Operational Rate of Exchange valid on the date of money transfer, as per the “payment terms and conditions” stipulated in this solicitation document: https://treasury.un.org/operationalrates/OperationalRates.php. * UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation. |
| Duties and taxes | Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All proposals shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in Section 3: Data Sheet |
| Proposal validity period | Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.  During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price.  In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.  If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects.  The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated. |
| Proposal security | A proposal security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal.  The proposal security shall be included along with the proposal. If a proposal security is required by the RFP but is not found in the proposal, the offer shall be rejected.  If the proposal security amount, or its validity period, is found to be less than is required by UNDP, UNDP shall reject the proposal.  In the event an electronic submission is allowed in Section 3: Data Sheet, proposers shall include a copy of the proposal security in their proposal and the original of the proposal security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.  Unsuccessful proposers’ proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of proposal validity prescribed by UNDP pursuant to Article 16 (Proposal Validity Period).  The Proposal security may be forfeited by UNDP, and the proposal rejected, in the event of any, or combination, of the following conditions:   * If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or; * In the event the successful Proposer fails:   + to sign the contract after UNDP has issued an award; or   + to furnish the performance security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the proposer. |
| Joint Venture, Consortium or Association | If the proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that:   * they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and * if they are awarded the contract, the contract shall be entered into by and between UNDP and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.   After the deadline for submission of proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.  If a JV, Consortium or Association’s proposal is the proposal selected for award, UNDP will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.  The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Proposal) herein in respect of submitting only one proposal.  The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.  A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:   * Those that were undertaken together by the JV, Consortium or Association; and * Those that were undertaken by the individual entities of the JV, Consortium or Association.   Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.  JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. |
| Only one proposal | The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.  Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:   * they have at least one controlling partner, director or shareholder in common; or * any one of them receive or have received any direct or indirect subsidy from the other/s; or * they have the same legal representative for purposes of this RFP; or * they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the proposal of another proposer regarding this RFP process; * they are subcontractors to each other’s proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer; or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one proposal. |
| Alternative proposals | Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: Data Sheet, a proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.  If multiple/alternative proposals are being submitted, proposer must create an alternate response directly in the system and upload all attachments relevant to the alternate proposal separately together with the alternate response... |
| Pre-proposal conference | When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.  If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.  If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer.  UNDP will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).  The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by UNDP in writing.  Minutes of the pre-proposal conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the minutes of the proposer’s conference or issued/posted as an amendment to RFP. |
| Site inspection | When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.  If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a proposer which does not attend the site inspection shall become ineligible to submit a proposal under this RFP.  If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested proposer.  Proposers participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the proposers to participate in a site inspection.  Prior to attending a site inspection, proposers shall execute an indemnity and a waiver releasing UNDP in respect of any liability that may arise from:   * 1. loss of or damage to any real or personal property;   2. personal injury, disease or illness to, or death of, any person;   3. financial loss or expense, arising out of the carrying out of that site inspection; and   4. transportation by UNDP to the site (if provided) as a result of any accidents or malicious acts by third parties.   UNDPwill not issue any formal answers to questions from proposers regarding the RFP or solicitation process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents).  A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers Responsibility), proposers shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by UNDP in writing. |
| Errors or omissions | Proposers shall immediately notify UNDP in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.  Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults. |
| Proposers responsibility to inform themselves | Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:   * examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP; * review the RFP to ensure that they have a complete copy of all documents; * obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry; * verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site Inspection or any discussion with UNDP, its employees or agents; * attend any pre-proposal conference if it is mandatory under this RFP; * fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and * form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal.   Proposers acknowledge that UNDP, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the proposers. |
| No material change(s) in circumstances | The proposer shall inform UNDP of any change(s) of circumstances arising during the RFP process, including but not limited to:   * a change affecting any declaration, accreditation, license or approval; * major re-organisational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors; * a change to any information on which UNDP may rely in assessing proposals. |
| SUBMISSION AND OPENING OF PROPOSALS | |
| Instruction for proposal submission | The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet.  The proposal shall be submitted? by the proposer or person(s) duly authorized to commit the proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal.  Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the UNDP General Conditions of Contract. |
| **26A.**  **Online submission** | * 1. Electronic submission through online portal shall be governed as follows:   Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in Data Sheet;  The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.  The Financial Proposal file must be uploaded separately only in the commercial section of the RFP in the system.  Documents which are required to be in original form (e.g., Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in Data Sheet.  Detailed instructions on how to submit, modify or cancel a bid in the online portal are provided in the system Bidder User Guide made available in the procurement notice site and in the portal. |
| Deadline for Submission of Proposals and Late Proposals | Complete proposals must be received by UNDP in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to [http://www.timeanddate.com/worldclock/](https://www.timeanddate.com/worldclock/). It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. UNDP shall accept no responsibility for proposals that arrive late due to any technical issues and shall only recognise the actual date and time that the proposal was received by UNDP.  UNDP may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of UNDP and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended. |
| Withdrawal, substitution and modification of proposals | A proposer may withdraw or modify its proposal after it has been submitted at any time prior to the deadline for submission directly in the system following the instructions provided in the user guide.  However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by UNDP for the entire proposal validity period, as may be extended. |
| Storage of proposals | Proposals received are kept confidential and unopened in the system as part security protocols built in the system until the proposal opening date stated in Section 3: Data Sheet. |
| Proposal opening | There is no mandatory public bid opening for RFPs however UNDP may at its discretion sent a public bid opening report from the system only to suppliers who successfully submitted a proposal. The report will include only the names of the companies but not the financial proposal. |
| Late proposals | Any proposal received by UNDP after the deadline for submission of proposals will be destroyed unless the proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents.  In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposal closing and the delay could not be reasonably foreseen by the proposer or were due to force majeure. |
| EVALUATION OF PROPOSALS | |
| Confidentiality | Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award.  Any effort by a proposer or anyone on behalf of the proposer to influence UNDP in the examination, evaluation and comparison of the proposals or contract award decisions may, at UNDP’s decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing UNDP’s vendor sanctions procedures. |
| Evaluation of proposals | UNDP shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.  UNDP shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.  Evaluation of proposals shall be undertaken in the following steps:   * 1. Preliminary examination   2. Evaluation of minimum eligibility and qualification (if pre-qualification is not done)   3. Evaluation of technical proposals   4. Evaluation of financial proposals. |
| Preliminary examination | UNDP shall examine the proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any proposal at this stage. |
| Evaluation of eligibility and qualification | Eligibility and qualification of the proposer will be evaluated against the minimum eligibility and qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible proposers).  In general terms, vendors that meet the following criteria may be considered qualified:  a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list;  b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,  c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;  d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;  e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and  f) They have a record of timely and satisfactory performance with their clients. |
| Evaluation of technical and financial proposals | The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet. When necessary, and if stated in the Data Sheet, UNDP may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.  When necessary, and if stated in the Section 3: Data Sheet, UNDP may invite technically responsive bidders for a presentation related to their technical Proposals. The conditions for the presentation shall be provided in the bid document where required.  In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation.  The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.  When the Data Sheet specifies a **combined scoring method**, the formula for the rating of the proposals will be as follows:  Rating the Technical Proposal (TP):  **TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100  Rating the Financial Proposal (FP):  **FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100  Total Combined Score:  **Combined Score =** (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%) |
| Post-qualification/Due Diligence | UNDP reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:   * 1. Verification of accuracy, correctness and authenticity of information provided by the proposer;   2. Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;   3. Inquiry and reference checking with Government entities with jurisdiction on the proposer, or with previous clients, or any other entity that may have done business with the proposer;   4. Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;   5. Physical inspection of the proposer’s offices, branches or other places where business transpires, with or without notice to the proposer;   6. Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| Clarification of proposals | UNDP may request clarification or further information in writing from the proposers at any time during the evaluation process. The proposers’ responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by UNDP in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions).  UNDP may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.  Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the proposals. |
| Responsiveness of proposal | UNDP’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:   1. affects in any substantial way the scope, quality, or performance of the services specified in the contract; or 2. limits in any substantial way, inconsistent with the solicitation documents, UNDP’s rights or the proposer’s obligations under the contract; or 3. if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals.   If a proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission. |
| Nonconformities, reparable errors and omission | Provided that a proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the proposal that, in the opinion of UNDP, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.  Provided that a proposal is substantially responsive UNDP may request the proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.  For financial proposals that have been opened, UNDP shall check and correct arithmetical errors as follows:   1. if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; 2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and 3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.   If the proposer does not accept the correction of errors, its proposal shall be rejected, and its proposal security may be forfeited. |
| Right to accept any proposal and to reject any or all proposals | UNDP reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for UNDP’s action. UNDP shall not be obliged to award the contract to the lowest priced offer. |
| AWARD OF CONTRACT | |
| Award criteria | Prior to expiration of the proposal validity, UNDP shall award the Contract to the qualified proposer based on the award criteria indicated in Section 3: Data Sheet. |
| Right to vary requirement at time of award | At the time the Contract is awarded, UNDP reserves the right to increase or decrease the quantity of services originally specified by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions and the solicitation document. |
| Notification of award | Prior to the expiration of the period of proposal validity, UNDP will notify the successful proposer in writing by email, fax or post, that its proposal has been accepted. Please note that the proposer, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract. |
| Debriefing | In the event that a proposer is unsuccessful, the proposer may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the proposer’s submission, in order to assist the proposer in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the proposer’s submission shall not be discussed. |
| Publication of contract award | UNDP will publish the contract award on UNDP Procurement Notices website <https://procurement-notices.undp.org/view_awards.cfm> which is linked to the [United Nations Global Marketplace](http://www.ungm.org/), with the RFP Reference number, the information of the awarded proposer’s company name, contract amount or LTA and the date of the contract. |
| Contract Signature | Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids. |
| Contract Type and General Terms and Conditions | The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in Data Sheet, can be accessed at [http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html](https://www.undp.org/procurement/business/how-we-buy) |
| Performance security | The successful Proposer, if so specified in Section 3: Data Sheetshall furnish a Performance Security in the amount and form specified herein: [https://popp.undp.org/\_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP\_POPP\_DOCUMENT\_LIBRARY/Public/PSU\_Solicitation\_Performance%20Guarantee%20Form.docx&action=default,](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default) within the specified number of days after receipt of the Contract from UNDP. Banks issuing performance securities must be acceptable to the UNDP comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. The Performance Security form is available [here](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default). . UNDP shall promptly discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security).  Failure of the successful proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security. In that event UNDP may award the contract to the next lowest ranked proposer. |
| Bank guarantee for advance payment | Except when the interests of UNDP so require, it is UNDP’s standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the proposer shall submit a Bank Guarantee in the full amount of the advance payment using this [bank guarantee form](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default) available at : <https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default>. Banks issuing bank guarantees must be acceptable to the UNDP comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. |
| Liquidated Damages | If specified in Section 3: Data Sheet, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor’s delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order. |
| Proposal protest | Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to UNDP.  The following link provides further details regarding UNDP vendor protest procedures: [http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html](https://www.undp.org/procurement/business/protest-and-sanctions) |
| Other Provisions | In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.  UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.  The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 [http://www.un.org/en/ga/search/view\_doc.asp?symbol=ST/SGB/2006/15&referer](https://undocs.org/Home/Mobile?FinalSymbol=ST%2FSGB%2F2006%2F15&Language=E&DeviceType=Desktop&LangRequested=False) |

# SECTION 3: DATA SHEET (DS)

The following specific data shall complement, supplement or amend the provisions in Section 2: Instructions to Proposers. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Proposers.

| **Ref. Article in Section 2** |  | **Specific Instructions / Requirements** |
| --- | --- | --- |
| 1. | Scope | The reference number of this Request for Proposal (RFP) is RfP-24/02807  The services include the supply of services to develop a contextual analysis and a road map for the establishment of insider mediators’ network on the right bank of Nistru river and strengthen thematic cooperation platforms created within the EU-funded Confidence Building Measures (CBM) Programme implemented by UNDP, including their insider mediation capacities contributing to an environment of trust and cooperation. as further described in Section 5 of this RFP. |
| 2. | Eligible proposers | Proposers from all countries are eligible to participate in this proposal process. |
| 3. | Clarification of solicitation documents | Any request for clarification of solicitation documents must be sent directly I the system through **Quantum message functionality**.  **ATTENTION: PROPOSALS (OR ANY PART OF IT) SHALL NOT BE SUBMITTED IN THE ABOVE MANNER** |
| Deadline for submitting requests for clarifications / questions:  **5 (five) working days before the submission deadline** |
| supplemental information to the RFP and responses / clarifications to queries will be posted directly in the system. |
| 4. | Language | All proposals, information, documents, and correspondence exchanged between UNDP and the proposers in relation to this solicitation process shall be in **English** |
| 5. | Partial proposals | Not allowed |
| 6. | Currencies | Prices shall be quoted only in **USD** |
| 7. | Duties and taxes | All prices shall:  Be exclusive of VAT and other applicable indirect taxes. |
| 8. | Proposal validity period | 120 days |
| 9. | Proposal security | Not Required |
| 10. | Alternative proposals | Shall not be considered. |
| 11. | Pre-proposal conference | Will not be conducted |
| 12. | Site inspection | A site inspection will not be held. |
| 13. | Instructions for proposal submission | Proposals must be submitted directly in Quantum system.  Allowable manner of submitting proposals:  The Financial Proposal shall be submitted directly in the system only in the “Commercial section” of the requirements and/or line items/deliverables. Non-compliance with this instruction may result in rejection of the proposal received.   * File Format: PDF files only * File names must be clearly indicative of the file content and uploaded in the relevant section as instructed in the system. File names must be in English or in the language specified in this document as the bid language. * All files must be free of viruses and not corrupted. * It is recommended that the entire Proposal be consolidated into as few attachments as possible. * The proposer should receive an email acknowledging receipt of the proposal by the system. * The Financial Proposal (Forms J and K) shall be submitted directly in the system only in the “Commercial section” of the requirements. Non-compliance with this instruction may result in rejection of the proposal received. |
| 14. | Deadline for proposal submission | Deadline for proposal submission is indicated **in the portal**. In case of discrepancies between the deadline in the system and deadline indicated elsewhere, the one in the system prevails. |
| 15. | Proposal Opening | Public proposal opening will **NOT** be held |
| 16. | Evaluation of technical and financial proposals | Evaluation will be based on:  Combined scoring method using a distribution of **70%-30%**.  Technical proposal - financial proposal  To be substantially compliant, Proposers must obtain a minimum threshold of 70% of maximum points from technical evaluation. |
| 17. | Right to vary requirement at time of award | The maximum percentage by which quantities may be increased is 25 %  The maximum percentage by which quantities may be decreased is 25 % |
| 18. | Contract award to one or more proposer | UNDP will award a contract to:  One Bidder Only |
| 19. | Type of contract to be awarded | Contract Face Sheet  <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>  See Section 6: for sample contract. |
| 20. | Expected date for commencement of contract | 29 March 2024 |
| 21. | Conditions of contract to apply | UNDP General Terms and Conditions for contracts (goods and/or services)  See Section 6. |
| 22. | Performance Security | Not Required |
| 23.. | Advance payment | Not Allowed |
| 24. | Liquidated damages | Will be imposed as follows:  Percentage of contract price per week of delay: 2.5 % up to a maximum of 10% of the Contract value, after which UNDP may terminate the contract. |
| 25. | Other information related to the RFP | **Please attach the following documents with your Bid:**   * Company Profile, which should not exceed fifteen (15) pages, including list of relevant institutions the Company has been cooperating with, including the topic and year must be presented together with the application package. * Certificate of Business Registration * List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation including the Certificate from State Register * Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country * Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder * Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the Bidder, if any * Latest Financial Statements (Income Statements and Balance Sheets) including Auditor’s Reports (for international companies) or registered Financial Report at the Statistical Bureau (for local companies) for the past 3 (three) years for the Bidder (2020-2022) * Statement of Satisfactory Performance from the Top three (3) Clients in terms of Contract Value in the past three years * A copy of preliminary Agreement in case of Consortium * Detailed description of the Methodology approach, and Implementation Plan (sequence of actions) for the services required in the ToR, with clear distribution of roles and responsibilities of the proposed key personnel. * Copies of contracts to prove that Offeror meets the similar experience requirement (stated under Section 4: Evaluation Criteria) * CVs and Statements of Exclusivity and Availability (signed by the envisaged person) of the Key personnel (mentioned under Section 4: Evaluation Criteria and Section 5: Terms of Reference), clearly stipulating the relevant experience which meets the listed requirements * **Dully filled in Proposal Forms A-K (as per Section 7: Proposal Forms).**   **Forms A-I, representing the Technical Proposal, shall be submitted directly in the system in the “Technical section” of the requirements**   * **Forms J and K, representing the Financial Proposal shall be submitted directly in the system only in the “Commercial section” of the requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received** |

**SECTION 4: EVALUATION CRITERIA**

**Preliminary Examination Criteria**

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

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| --- | --- |
| **Criteria** | **Documents to establish compliance** |
| Completeness of the Proposal | All documents requested in Section 2: Instruction to Proposers have been provided and are complete. |
| Proposer accepts UNDP General Conditions of Contract as specified in Section 6. | Duly signed and stamped Form C: Technical Proposal Submission has been provided. |
| Proposal Validity | Duly signed and stamped Form C: Technical Proposal Submission has been provided. |
| Proposal Security with compliant validity period | Duly signed and stamped Form C: Technical Proposal Submission has been provided |
| Appropriate signatures | Proposal Forms have been duly signed and stamped. |
| Power of Attorney [if applicable] | Certified Letter of Appointment and/or power of attorney authorizing the representative of the Bidder to sign bids has been provided. |

**Minimum Eligibility and Qualification Criteria**

Minimum eligibility and qualification criteria will be evaluated on a Pass/Fail basis.

If the Proposal is submitted as a Joint Venture, Consortium or Association, **all Parties cumulatively should meet requirement.**

The offers will be evaluated based on their compliance with the general requirements specified bellow:

|  |  |
| --- | --- |
| **Eligibility Criteria** | **Documents to establish compliance** |
| **Legal Status**: Proposer is a legally registered entity | Form D: Proposer Information |
| **Diversity, Inclusion and Belonging**: Proposer belongs to a diverse supplier group, including micro, small or medium sized enterprise, women or youth owned business or other civil society organization. | Form D: Proposer Information |
| **Eligibility:** Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4. | Form C: Technical Proposal Submission |
| **Conflict of Interest:** No conflicts of interest in accordance with Section 2 Article 4. | Form C: Technical Proposal Submission |
| **Bankruptcy:** The Proposer has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future | Form C: Technical Proposal Submission |

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| **Qualification Criteria** | **Documents to establish compliance** |
| **History of non-performing contracts**: Non-performance of a contract did not occur because of contractor default within the last 3 years1. | Form F: Eligibility and Qualification |
| **Litigation History**: No consistent history of court/arbitral award decisions against the Proposer for the last 3 years. | Form F: Eligibility and Qualification |
| **Previous Experience:** |  |
| At least 3 (three) years of experience related to mediation practices, intercommunity dialogue/negotiation skills/policy development, including on the left bank of the Nistru river.  *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form F: Eligibility and Qualification |
| Minimum 3 (three) contracts of similar value/nature and/or complexity implemented over the last 5 years. The list of contracts managed, and their value shall be included in the Proposal.  *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form F: Eligibility and Qualification |
| **Minimum Key personnel:** |  |
| The minimum personnel mandatory for the implementation of the contract:  • 1 (one) Team Leader/Community development specialist  • 2 (two) Experts/Insider Mediation  • 1 (one) Expert/Civil society development  (For JV/Consortium/Association, all Parties cumulatively should meet requirement). | Duly signed CVs and Statements of Exclusivity and Availability, including any other supporting documents, attached to Form G: Format for Technical Proposal |
| **Financial Standing:** |  |
| **Liquidity**: the ratio Average current assets / Current liabilities over the last 3 (three) years must be equal or greater than 1. Proposers must include in their Proposal audited balance sheets cover the last 3 (three) years.  *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Copy of audited financial statements for the last 3 (three) years.  Form F: Eligibility and Qualification |
| **Turnover**: Proposers should have average annual sales turnover of minimum 150.000 USD for the last 3 (three) years.  *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Copy of audited financial statements for the last 3 (three) years.  Form F: Eligibility and Qualification |

**Technical Evaluation Criteria**

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| --- | --- | --- |
| **Summary of technical proposal evaluation sections** | | **Maximum points obtainable** |
| 1. | Proposer’s qualification, capacity, and experience | 200 |
| 2. | Proposed methodology, approach, and implementation plan | 440 |
| 3. | Management Structure and Key Personnel | 360 |
|  | **Total** | **1000** |

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| --- | --- | --- |
| **Section 1. Proposer’s qualification, capacity, and experience** | | **Maximum points**  **obtainable** |
| 1.1 | **Reputation of organisation and credibility / reliability / industry standing**   * The company is not known on the market and lacks a good standing in the field – 0 pts; * The company is well-known but lacks a good standing in the field – 15 pts; * The company is a well-known market player with a good standing – 30 pts. | 30 |
| 1.2 | **General organisational capability which is likely to affect implementation:** management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted.   * Age of the lead legal entity *(<3 years – 0 pts, 3 years – 30 pts, >5 years – 10 pts for each additional year, up to max 50 pts.)* * Project management controls (organigram) and approved internal HR procedures *(10 pts).* | 60 |
| 1.3 | **Relevance of specialised knowledge and experience on similar engagements done in the region / country**:   * At least 3 (three) years of experience related to mediation practices, intercommunity dialogue/negotiation skills/policy development, including on the left bank of the Nistru river *(3 years – 30 pts, each additional year – 10 pts., up to max 60 pts.)* * Minimum 3 (three) contracts of similar value/nature and/or complexity implemented over the last 5 years *(3 contracts – 30 pts., each additional contract – 5 pts., up to max 40 pts)* | 100 |
| 1.4 | **Organisation Commitment to Sustainability**   * Organisation demonstrates significant commitment to sustainability through some other means (for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues) – No – 0 pts, Yes – 10 pts. | 10 |
| **Total Section 1** | | **200** |

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| --- | --- | --- |
| **Section 2. Proposed methodology, approach, and implementation plan** | | **Maximum points**  **obtainable** |
| 2.1 | **Understanding of the requirement**: Have the important aspects of the task been addressed in sufficient detail? Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic.   * Full understanding of the assignment. The proposed approach and methodology fully demonstrate responsiveness to the ToR – 66 to 100 pts * Satisfactory understanding of the assignment. The proposed approach and methodology correspond to the TOR but require some adjustments to properly address all the tasks – 31 to 65 pts * Limited understanding of the assignment. The proposed approach and methodology don't correspond to the TOR and require major adjustments to properly address the tasks – 0 to 30 pts | 100 |
| 2.2 | **Description of the Proposer’s approach and methodology** for meeting or exceeding the requirements of the Terms of Reference   * Contains innovative tools/activities on mediation practices in conflict divided communities – 96 to 130 pts * Detailed and logical description – 61 to 95 pts * Limited description which requires improvements – 31 to 60 pts * No description or somehow touched upon – 0 to 30 pts | 130 |
| 2.3 | **Description of available performance monitoring and evaluation mechanisms and tools**; how they shall be adopted and used for a specific requirement   * The monitoring and evaluation mechanisms are appropriate to the task, logical and correspond with the proposed methodology – 66 to 100 pts * The performance monitoring and evaluation mechanisms are inconsistent and require some adjustments to properly address all the tasks – 31 to 65 pts * The performance monitoring and evaluation mechanisms are weak – 0 to 30 pts | 100 |
| 2.4 | **Demonstration of ability to plan, integrate and effectively implement** gender responsive measures in the execution of the contract   * Contains clear gender mainstreamed tools/activities – 46 to 60 pts * Limited content on gender responsive tools/activities – 21 to 45 pts * No description or somehow touched upon – 0 to 20 pts | 60 |
| 2.5 | **Quality assurance procedures and risk mitigation measures**   * The risk assessment and proposed mitigation measures are appropriate to the task, logical and correspond with the proposed methodology – 36 to 50 pts. * The risk assessment and proposed mitigation measures is inconsistent and require some adjustments to properly address all the tasks – 21 to 35 pts. * The risk assessment and proposed mitigation measures is weak – 0 to 20 pts. | 50 |
| **Total Section 2** | | **440** |

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| --- | --- | --- | --- |
| **Section 3. Management Structure and Key Personnel** | | | **Maximum points**  **obtainable** |
| 3.1 | ***Team Leader/Community development specialist*** | | |
|  | University degree in Public Policy, Social Sciences, International Relations, Development Studies, Public Administration, or other related to the assignment areas (*Bachelor’s degree – 5 pts., Master’s degree or equivalent – 10 pts*.) | 10 | 150 |
| Proven experience in working with UN Agencies and/or other international organizations will be an asset *(No – 0 pts, Yes – 5 pts)* | 5 |
| At least 5 (five) years professional experience in community development or a related field (*5 years – 20 pts., each additional year – 5 pts, up to max 30 pts*.) | 30 |
| Minimum of 3 (three) years of experience in projects related to Transnistrian region or think tanks specialized in conflict sensitivity and peacebuilding (*3 years – 20 pts., each additional year – 5 pts, up to max 30 pts*.) | 30 |
| Experience of work with/for platforms/networks/alliances of NGOs/local initiative groups, is a strong asset *(No – 0 pts, Yes – 15 pts)* | 15 |
| Proven experience in dealing with the civil society and local stakeholders on both banks of Nistru river *(5 years – 20 pts., each additional year – 5 pts, up to max 45 pts.)* | 45 |
| Excellent written and spoken English, Romanian, Russian skills *(5 pts each)* | 15 |
| 3.2 | ***Experts – 2 (two)/Insider Mediation*** | | |
|  | Bachelor's degree in a relevant field or equivalent experience *(No – 0 pts, Yes – 5 pts)* | 5 | 130 |
| Previous experience in community engagement and event planning or thematic program coordination is preferred *(No – 0 pts, Yes – 5 pts)* | 5 |
| At least 3 (three) years of professional experience in organizing capacity/institutional development training/programmes for CSO *(3 years – 20 pts., each additional year – 5 pts, up to max 45 pts.)* | 45 |
| Proven experience in projects/activities related to insider mediation approach *(No – 0 pts, Yes – 30 pts)* | 30 |
| Experience in dealing with the civil society and local stakeholders on both banks of Nistru river *(No – 0 pts, Yes – 30 pts)* | 30 |
| Excellent written and spoken English, Romanian/Russian skills *(5 pts each)* | 15 |
| 3.3 | ***Expert/Civil society development*** | | |
|  | Bachelor's degree in a relevant field to the topic of the assignment or equivalent experience (*No – 0 pts, Yes – 5 pts.)* | 5 | 80 |
| Demonstrated experience to design, implement and evaluate trainings/workshops (*No – 0 pts, Yes – 10 pts.)* | 10 |
| At least 3 (three) years progressively responsible work training of adults, facilitation, and/or teaching students in Moldovan educational institutions; *(3 years – 5 pts., each additional year – 5 pts, up to max 15 pts*.) | 15 |
| Proven experience of at least 5 (five) years of the civil society development and capacity building *(5 years – 5 pts., each additional year – 5 pts, up to max 15 pts*.) | 15 |
| Experience in working as trainer, teacher, facilitator (*No – 0 pts, Yes – 5 pts.)* | 5 |
| Experience working with left bank communities or multi-cultural groups (*No – 0 pts, Yes – 15 pts.)* | 15 |
| Excellent written and spoken English, Romanian/Russian skills *(5 pts each)* | 15 |
| **Total Section 3** | | | **360** |

# 

# SECTION 5: TERMS OF REFERENCE

1. **Background:**

The sixth phase of CBM started in July 2023 and consists of 4 components: Component 1: Economic development and decent job creation for women and men on both sides of the Nistru River; Component 2: Enhanced cross-river thematic cooperation between the civil society from both banks; Component 3. Community development and small-scale social infrastructure support; Component 4: Promotion of cultural heritage (material and immaterial).

In the Phase 4 of CBM, first five thematic collaboration platforms around environment, health, culture, education, and sports sectors, were established to support the initiation of mutually beneficial sectorial dialogue and projects, as well as capacity building and transfer of experience from one bank to another. The platforms are stakeholder owned and driven initially, the first Platforms’ members became Community Based Organizations (CSOs) which received grants to develop infrastructure on both banks of Nistru river, the platforms frameworks being at this stage a dialogue enhancement mechanism. Gradually, the platforms’ membership has been extended and includes more than 600 professionals and experts by July 2023. The ideas generated through thematic collaboration platforms are translated into specific confidence-building projects and blueprints for the upcoming development interventions.

Community empowerment and cross-river sectoral platforms already supported under previous iterations of the EU CBM Programme demonstrated a positive synergetic effect. The small infrastructure projects, as well as the small grants provided to help their inter-connectivity, brought much needed assistance to vulnerable communities and second, due to their reliance on joint efforts, contributed to rebuilding communication and cooperation channels at community level, creating an atmosphere conducive to reconciliation. Such a shared approach to development issues, delivering tangible benefits on both banks, builds on previous important achievements, establishing a positive cooperative dynamic between the two sides.

The overall objective and expected outcome of the intervention is aiming at strengthening thematic cooperation platforms created within the EU-funded Confidence Building Measures (CBM) Programme implemented by UNDP, including their mediation capacities contributing to an environment of trust and cooperation as well as consolidating the mediation support capacities at the local level through the local Community Security Councils.

The EU-UNDP Partnership on Insider Mediation for Conflict Prevention and Peacebuilding in Moldova is aiming at mitigating the risk of social tension and strengthening social cohesion in pilot local and professionals through creating a pool of insider mediators and supporting the implementation of local action plans on mediation for the consolidation of social cohesion. The pool of insider mediators will be formed following a situational analysis, consultative processes within the existing pilot communities and professional platforms, as well as after a range of capacity building actions. Broader informative sessions on the potential of mediation for solving development challenges followed by a more elaborate training on mediation will form the capacity-building component. The intervention will target representatives of the thematic cooperation platforms created within the EU-funded Confidence Building Measures (CPM) Programme implemented by UNDP as well as representatives of local communities with dense settlements of the refugees from Ukraine where Community Security Councils will be created within another intervention implemented by UNDP. The project will be using two institutional entry points, the cross-river cooperation platforms (hereinafter - CBM platforms), created as part of the CBM and the Community Security Councils, created as part of the project tackling human security from a multidimensional perspective, funded by Government of Japan. Community Security Councils are intended to be consultative bodies at the local level formed by community leaders and representatives of the local public authorities. The role of the Community Security Councils is to develop locally tailored responses to multidimensional risks to human security. The mediation support through the Community Security Councils will identify the risks of weakening social cohesion or the drivers of social tension in targeted communities, identify the menu of options to strengthen social cohesion and implement identified solutions. The insider mediators who are members of the CBM platforms will enable a more conducive environment for promoting identified solutions and developing dialogues and collaboration across the Transnistrian conflict divide.

1. **Scope of Services**

The scope of the current assignment is to develop a contextual analysis and a road map for the establishment of insider mediation support on the right bank of Nistru river and strengthen thematic cooperation platforms created within the EU-funded Confidence Building Measures (CBM) Programme implemented by UNDP, including their insider mediation capacities contributing to an environment of trust and cooperation.

Over the past seven years, the United Nations (UN) and the European Union (EU) have collaborated to assist these agents of peaceful change in nearly 20 countries. In many other countries, development partners have provided similar assistance to insider mediators to sustain both peace and development and, sometimes, to complement formal peace processes.

At the local level, collaborative capacity is reflected in levels of social cohesion and the ability of communities to live and work together in shared spaces. Without this capacity, the consensus and coalitions that underlie the meaningful change and critical reforms necessary to achieve the SDGs cannot be attained, nor can peace be sustained.

In order to ensure adequate implementation of all planned activities, the UNDP is seeking a legal entity (hereinafter Contractor) to provide consistent and comprehensive methodological guidance, capacity building, mentoring and coaching as per the overall objective: support the institutional capacity development and strengthening of six thematic cross-river platforms created with support of CBM through the provision of continuous guidance and capacitation for further development of their response to thematic problems, long-term strategies, assistance on their membership expansion, and contribution for Platforms’ strengthening to provide advocacy support and community development between two banks.

To achieve effectiveness, the Contractor will engage with the platform leaders, members, and beneficiaries, with the scope to support the platforms’ institutional development across four dimensions: internal governance, membership, capacity to produce results, insider mediation and networking & advocacy.

The Contractor will pursue that the platforms adjust their work processes in such way that the activities designed and implemented by the platforms contribute to the generation of new joint solutions for common problems. Specific focus will be put to adjustments of the activities in response to current regional security crisis and new status of the Republic for Moldova as candidate country to the European Union. To ensure synergies and reach the long-term sustainability of the thematic platforms, the Contractor will work and develop internal capacity with and among thematic platforms and platform leader organizations, with the CBM team, as well as with other UNDP initiatives, other donors and relevant stakeholders related to confidence building process.

1. **Key Tasks/Activities an expected Outputs**

The specific objectives of the assignment:

* + - * Undertake the contextual analysis and develop the capacity development plan for the insider mediators on both banks of Nistru river;
      * Organize 10 info sessions on insider mediation on both banks of Nistru river;
* Provide support to institutional development of the six cross-river thematic platforms to actively generate solutions for common problems in their respective thematic areas;
* Review and address capacity building needs of the six cross-river Platform members;
* Provide technical support and expertise, on behalf of the CBM 6 Programme, for the development, consultation, and implementation of the Platforms strategic documents;
* Guide and empower the Platforms and the Community Security Councils to develop their mediation support mandate.

To achieve this, the Contractor will provide overall guidance, training for insider mediators, monitoring and expert advice for the platforms to:

1. Elaborate the general methodology related to the conceptualization and development of cross-river cooperation Platforms and Community Security Councils’ mediation capacities;
2. Strengthen members’ capacities through training and coaching (as per results of needs assessment conducted under p.1) and through improved functionality, including through expansion of platform membership and engagement with value adding stakeholders, other networks, etc. as needed to achieve platforms’ strategic goals;
3. Support each thematic Platform to formulate mutually beneficial solutions for problems common to communities on both riverbanks and mapping potential revenues of funds and support in fundraising for their implementation and support the platforms in working on solution;
4. Adjust 6 inclusive strategic documents and action plans for next 24 months under the grant agreements with the EU CBM 6 Programme and long-term sustainability plans (based on existing strategic plans, with large involvement of the pool of formed insider mediators).

The capacity building of the CBM platforms will follow the conflict sensitivity and do-no-harm approach, focusing on the untapped potential in the respective sectors. The capacity building will be organized through a partnership with specialized think tanks as well as through the involvement of the national consultant specialized in institutionalized mediation.

Thus, the Contractor shall take full responsibility for the execution and delivery of the following tasks and outputs to achieve the objectives of the assignment as described below:

1. The first stage is to develop a responsive context analysis including a cross-cutting element of inclusivity, ensuring that relevant aspects to the local community are included and identify the risks to be mitigated by the insider mediators on both banks of Nistru river. The context analysis will be developed by the Contractor through a range of tools including the Social Tension Monitoring Mechanism and support of outside expertise to undertake the analysis, if not already present with the Contractor. The expertise to be used will come from the area of conflict prevention and peacebuilding, social cohesion as well as mediation more generally. The general context analysis will then be adapted with the support by insider mediators to the specificity of the community they will be operating in. The general context analysis will be a living document that will be updated as the mediators will start operating on the ground.

For the content development of the context analysis, involvement of specialized local NGOs will be forged that will provide insights, specific to the target communities.

1. The second stage is to foster a consultative process to identify the potential insider mediators from at least five communities where the Community Security Councils will be operating and 6 CBM platforms. Part of this stage is to consult the context analysis with the body of potential insider mediators and scan for their interest in getting engaged across the opportunities described in the analysis. For the CBM platforms, the consultations will be facilitated by an NGO/think tank specialized in conflict sensitivity and peacebuilding. For the community-based insider mediators the consultations will take place using the Community Security Councils members, which creation will be supported by UNDP in a separate assignment.
2. The third stage is to build the capacities of selected insider mediators (based on an initial needs assessment) to contribute to mediation in the communities and CBM platforms to remove the risks of weakened social cohesion in the respective communities or sectors. The capacity building will be two-fold, for the platform leaders and community mediators (22 persons in total), will consist of a five-day long initial intersectional training encompassing gender and youth related issues coupled with the critical findings of the context analysis as well as more general approach towards mediation.
3. The fourth stage entails the support to the 22 trained insider mediators to implement sustainable interventions to enhance social cohesion in the communities/sectors they operate. Additionally, UNDP will select through a separate competition grant community beneficiaries. Thus, the role of the contractor is to provide peer support to 10 mediators form at least 5 winning communities in preparing applications and implementing small grants that will be given to them or institutions they will be representing to implement small community-based projects, aiming at putting in practice new skills and enhancing social cohesion in at least 5 from targeted communities. In the case of CBM platforms, the Contractor will support the trained mediators to facilitate the platform leaders in updating their institutional development strategies and strengthen their community management role through enhancing advocacy and fundraising capacities aiming for sustainable confidence building impact. The Contractor will mentor the selected mediators to facilitate the communities/platforms applying innovative tools that reduce tensions across the conflict divide by solving common pressing sectorial problems and become change makers. Joint activities and areas of interest between both groups of insider mediators will be sought and implemented.

**Expected results/ deliverables and indicative timeframe**

The results expected from the Contractor service provision are:

|  |  |
| --- | --- |
| ***Tasks and deliverables*** | ***Expected deadline*** |
| 1. **Conduct a context analysis for the establishment of the network of insider mediation on both banks of Nistru river, inside platforms and selected communities** | |
| ***Develop a responsive context analysis based on a desk review for the establishment of the network of insider mediation on both banks of Nistru river, identifying the risks to be mitigated by the insider mediators within the 6 sectors coordinated by the CBM Platforms and in specific localities where insider mediators will operate***  Deliverable 1.1: Context analysis elaborated, including cross-river cooperation success stories  Deliverable 1.2. Roadmap for the establishment of the insider mediators’ network on both banks of Nistru river elaborated | One month after the contract initiation |
| 1. **Guide and empower the network of insider mediators on both banks of Nistru river that would accelerate Confidence Building Measures (CBM) effect within communities from both banks of the river Nistru** | |
| ***Build the capacities of 22 selected insider mediators within cross-river platforms to contribute to mediation and to decrease the risks of weakened cross-river social cohesion in the respective thematic sectors***  Deliverable 2.1. At least one five-day long initial intersectional training, coupled with mentoring and coaching performed per platform | Two months after the contract initiation |
| ***Raise awareness on insider mediation through 10 info-sessions on both banks of Nistru river (one per community)***  *Note: the communities will be identified by UNDP*  Deliverable 2.2. At least 10 info sessions on insider mediation in the targeted communities | Three months after the contract initiation |
| 2.2 Support each platform to develop and implement a capacity development plan.  Deliverable 2.2.1: 6 capacity development plans for insider mediation skills approved.  Deliverable 2.2.2: At least one training and coaching support per platform provided by the Contractor (on the following, but not limited to strategic planning and problem tree analysis for solutions generation; resource mobilization; portfolio management, advocacy, and insider mediation, negotiation, etc.).  *The list of proposed capacity building events will be presented to and approved by the EU CBM VI Programme team.* | Three months after the contract initiation  (for deliverable 2.2.1)  Four months after the contract initiation  (for deliverable 2.2.2) |
| **III. Develop and implement mutually beneficial solutions for problems common to people on both riverbanks that reduce tensions across the conflict divide by solving common pressing problems** | |
| ***Assist the network of insider mediators to support Platforms with mutually viable sectorial ideas conceptualisation, policy briefs writing for cross-river harmonization initiatives and fundraising activities***   * 1. Help and guide the platform leaders in the process of identification of common problems/challenges and of development of solutions that reduce tensions across the conflict divide by solving common pressing problems;   2. Assist and guide the platform leaders and the EU CBM 6 Programme to mobilize resources for the implementation of the developed solutions: advocacy, liaison and facilitation with donor community;   3. Facilitate platforms’ working meetings upon necessity, to discuss, prioritize and approve projects to be developed or granted, on demand of donor community;   4. Monitoring/coaching support for each platform for activities implementation.   ***Deliverables:***   * At least one solution in the form of policy brief developed per platform approved by the EU CBM 6 Programme; * At least two working subjects in the form of project concept developed per platform, approved by the EU CBM 6 Programme and submitted for financing; | Ongoing, between 4th -16th month of the contract initiation |
| **IV. Drafting of final reports and guiding notes on insider mediation for cross-river platforms** | |
| ***Deliverables:***  Final report containing:   * Description of activities, trainings, mentoring, and coaching support provided. * Achieved results, key findings, lessons learnt, and recommendations incorporated. * Analytical paper/guiding notes on practical issues of applying the ‘insider mediators’ instrument in CBM thematic platforms for better cross-river cooperation and synergies (including success stories examples) | Final month of the contract |

1. **REPORTING REQUIREMENTS**

The Contractor will submit all reports according to the UNDP requirements and guidelines. The format of reports shall be agreed at the first stage of the contract implementation. The UNDP reserves the right to make further changes and clarifications in initially proposed templates.

Types of reports:

1. **Inception report** stating activities and deliverables from Task 1
2. **Quarterly progress reports** on the accomplished work, results, monitoring, and financial indicators will be submitted in electronic and hard copy (in English);
3. **Monthly operational briefs** through email on progress of works, achieved milestones and issues of the non-cash support scheme;
4. **Brief reports periodically submitted upon request of UNDP** in cases where it is required to get information on the progress of beneficiaries in between reporting periods;
5. **Final report** including a summary of activities and results, lessons learned and conclusions, as well as the final financial report reflecting the whole period data should be disaggregated by gender and by beneficiaries from each bank of the Nistru river.

The Contractor shall comply with the system of monitoring, evaluation and quality control introduced by UNDP and provide the necessary information, reports, and statistical data according to the predetermined schedule or as soon as possible (within a reasonable time).

The progress reports and the final report shall follow the pre-set template agreed with UNDP team that includes both narrative and financial parts.

As a quality assurance measure, UNDP reserves the right to initiate spot-checks of beneficiaries to conduct interviews and receive feedback on the quality of the Contractor’s work. The Contractor shall facilitate the process by presenting to the UNDP all necessary agreements/contacts of the beneficiaries and shall refrain from influencing the impartiality of the assessment procedures.

1. **COMMUNICATION AND VISIBILITY**

Any public reference to UNDP and any other supporting programmes, as well to any products created under the agreements signed with benefiting companies shall be subject to prior approval of the Programme team. It is mandatory for visibility elements of UNDP to be placed on goods procured in the frame of this RFP.

Agendas and other materials pertinent to target audience shall be developed/translated in Russian and Romanian for right bank participants.

1. **INSTITUTIONAL ARRANGEMENTS**

The Contractor will be awarded a contract with UNDP for the delivery of services applied for and will work under the overall supervision of UNDP. UNDP team will provide all available relative documentation including the UNDP Guidance Notes on engaging with insider mediators, facilitate first contacts and communication with stakeholders.

The Contractor/Consortium partners should sign a partnership Agreement with its partners prior to submission of proposal, based on Terms of Reference, stating clear division of tasks and organizational expertise, and proposed budget.

The work is based on desk research, communication (online and offline) with platform leader organizations and platform members and field visits. It is expected that the Contractor will interact with representatives of the six thematic platforms from both banks of the river Nistru, public institutions of different levels and the Bureau for Reintegration Policies if required, professionals and academia, but also other connected donor financed projects to create sustainable network to scale Platforms results and make them more visible for other prospective development opportunities. These institutions will not be involved in the decision-making processes; however, they must be contacted in order to obtain necessary information and further involvement in theirs further conceptualization and support.

**The Contractor will be responsible for arranging all necessary transportation and logistical arrangements, obtaining all needed permissions, and establishing and maintaining of good working relationships with all involved parties. Please, ensure that all kind of translation costs (written and oral) shall be arranged by the Contractor (in Transnistria region the predominant population is Russian-speaking, and the documentation is kept in Russian language)**.

1. **Duration of Work**
2. The estimated duration of services is 16 months. The expected time of commencement of contract is March 2024.
3. UNDP will require maximum of 14 (fourteen) days (depending on the implementation stage) to review the deliverables, provide comments, approve, or certify acceptance of deliverables.
4. **Qualifications of the Successful Service Provider at Various Levels**

The offers will be evaluated based on their compliance with the general requirements specified bellow:

1. Be a legally registered entity.

For a consortium of companies/organizations, the cooperation agreement shall be enclosed;

* + - 1. Have at least 3 (three) years of experience related to mediation practices, intercommunity dialogue/negotiation skills/policy development on the left bank of the Nistru river.
      2. Have a minimum 3 (three) contracts of similar value/nature and/or complexity implemented over the last 5 years.
      3. Possesses technical and human resources for the successful implementation of the assignment and/or has capacities to subcontract external consultants/experts or NGOs/companies.

The **minimum key personnel** required for the contract implementation shall meet the following requirements:

***Community development specialist/Team Leader:***

Education:

* University degree in Public Policy, Social Sciences, International Relations, Development Studies, Public Administration, or other related to the assignment areas.

Experience:

* Minimum of 3 (three) years of experience in projects related to Transnistrian region or think tanks specialized in conflict sensitivity and peacebuilding.
* At least 5 years professional experience in community development or a related field
* Work for UNDP/UN Agencies/donor funded/EU projects will be an advantage.
* Proven experience of work with/for with focus on platforms/networks/alliances of NGOs/local initiative groups, is a strong asset.
* Proven experience in dealing with the civil society and local stakeholders on both banks of Nistru river;

Language Requirements:

* Excellent written and spoken English, Romanian/Russian skills.

***Insider Mediation experts (2):***

Desired qualifications and skills:

* University degree in Social Sciences, International Relations, Security studies, Development Studies, Public Administration, or other related to the assignment areas.
* Previous experience in community engagement and event planning or thematic program coordination is preferred.
* At least 3 (three) years of professional experience in organising capacity/institutional development training/programmes for CSOs.
* Proven experience in projects/activities related to insider mediation approach.
* Experience in dealing with the civil society and local stakeholders on both banks of Nistru river.

Language skills

* Excellent written and spoken English, Romanian. Russian language is an asset

***Civil society development Expert:***

Desired qualifications and skills:

* University degree in Social Sciences, International Relations, Development Studies, Public Administration, or other related to the assignment areas.
* At least 3 (three) years progressively responsible work training of adults, facilitation, and/or teaching students in Moldovan educational institutions.
* Proven experience of at least 5 (five) years of the civil society development and capacity building.
* Demonstrated experience to design, implement and evaluate trainings/workshops.
* Experience in working as trainer, teacher, facilitator.
* Experience working with left bank communities or multi-cultural groups.

Language skills

* Excellent written and spoken English, Romanian/Russian skills.

The Contractor could consider and propose, subject to UNDP agreement upon signature of the contract, other personnel if it considers to be required for the successful implementation of the present assignment, to target more effectively the objective of this assignment.

The Contractor shall provide information on the Project Team proposed to manage this assignment outlining details including:

* Extent of experience of each of the proposed team members.
* Details of their respective qualifications and relevant experience.

1. **Key Performance Indicators and Service Level**

The Contractor’s performance will be evaluated against timeliness, responsibility, initiative, creativity, communication, accuracy, and overall quality of the delivered products and impact over cross-river thematic platforms sustainability.

1. Conformity with the set time-frame;
2. Prior coordination of activities with the CBM team;
3. Submitted reports/deliverables must present the reference to official and reliable sources used, as well as provide recommendations.
4. Final Report with main conclusions and recommendations, as well as executive summary, will be presented in English language. While the Final Report extended version with Annexes will be presented in Romanian language.

# SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

## 6.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in Data Sheet, can be accessed at <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>

# SECTION 7: PROPOSAL FORMS

**Form A: Proposal Confirmation**

**Form B: Checklist**

**Form C: Technical Proposal Submission**

**Form D: Proposer Information**

**Form E: Joint Venture/Consortium/Association Information**

**Form F: Eligibility and Qualification**

**Form G: Format for Technical Proposal**

**Form H: Format for CV of proposed key personnel**

**Form I: Statement of Exclusivity and Availability**

**Form J: Financial Proposal Submission** *[Form J is part of the Financial Proposal and shall be submitted directly in the system only in the “Commercial section” of the requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.]*

**Form K: Format for Financial Proposal** *[Forms K is part of the Financial Proposal and shall be submitted directly in the system only in the “Commercial section” of the requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.]*

## FORM A: PROPOSAL CONFIRMATION

Please acknowledge receipt of this RFP, log in to the online portal and subscribe to this tender following the instructions in the system user guide. Please complete this form and attach as requested in the system.

|  |  |  |
| --- | --- | --- |
| To: | Insert name of contact person | Email: Insert contact person’s email - do not enter secure proposal email address |
| From: | Insert name of proposer |  |
| Subject | RFP reference RfP24/02807 | |

|  |  |
| --- | --- |
| **Check the appropriate box** | **Description** |
|  | **YES**, we intend to submit a proposal. |
|  | **NO**. We are unable to submit a competitive proposal for the requested services at the moment |

If you selected NO above, please state the reason(s) below:

|  |  |
| --- | --- |
| **Check applicable** | **Description** |
|  | The requested services are not within our range of supply |
|  | We are unable to submit a competitive proposal for the requested services at the moment |
|  | The requested services are not available at the moment |
|  | We cannot meet the requested terms of reference |
|  | The information provided for proposal purposes is insufficient |
|  | Your RFP is too complicated |
|  | Insufficient time is allowed to prepare a proposal |
|  | We cannot meet the delivery requirements |
|  | We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below. |
|  | Sustainability criteria/requirements are too stringent (if applicable) |
|  | We do not export |
|  | We do not sell to the UN |
|  | Your requirement is too small |
|  | Our capacity is currently full |
|  | We are closed during the holiday season |
|  | We had to give priority to other clients’ requests |
|  | The person handling proposals is away from the office |
|  | Other (please provide reasons below): |
| Further information: Click or tap here to enter text. | |
|  | We would like to receive future RFPs for this type of services |
|  | We don’t want to receive RFPs for this type of services |

Questions to the Supplier concerning the reasons for no proposal should be addressed to Click or tap here to enter text. phone Click or tap here to enter number., email Click or tap here to enter text..

## FORM B: CHECKLIST

This form serves as a checklist for preparation of your Proposal. Please complete the returnable Proposal Forms in accordance with the instructions and return them as part of your Proposal submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the instructions in Section 2: Instructions to Proposers and Section 3: Data Sheet.

**Technical Proposal:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Proposal Forms?** |  |
| * Form C: Technical Proposal Submission |  |
| * Form D: Proposer information |  |
| * Form E: Joint Venture/Consortium/Association Information |  |
| * Form F: Eligibility and Qualification |  |
| * Form G: Technical Proposal |  |
| * Form H: CVs of proposed key personnel |  |
| * Form I: Statements of exclusivity and availability for key personnel |  |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?** |  |
| **Have you provided the required documents in support of Form D: Proposer Information?** |  |

**Financial Proposal:**

|  |  |
| --- | --- |
| * Form J: Financial Proposal Submission |  |
| * Form K: Financial Proposal |  |

Forms J and K, representing the Financial Proposal shall be submitted directly in the system only in the “Commercial section” of the requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.

## FORM C: TECHNICAL PROPOSAL SUBMISSION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | RfP24/02807 | | |

We, the undersigned, offer to supply the services required for Click or tap here to enter text.in accordance with your Request for Proposals No. Click or tap here to enter text.. We hereby submit our Proposal, which includes this Technical Proposal and our Financial Proposal uploaded separately under the commercial section in the system as instructed.

**Proposer Declaration:** on behalf of our firm, its affiliates, subsidiaries and employees, including any JV / Consortium / Association members or subcontractors or suppliers for any part of the contract.

| **Yes** | **No** |  |
| --- | --- | --- |
|  |  | **Requirements and Terms and Conditions:** I/We have read and fully understand the RFP, including the RFP Information and Data Sheet, Terms of Reference, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the proposer agrees to be bound by them. |
|  |  | I/We confirm that the proposer has the necessary capacity, capability and necessary licenses to fully meet or exceed the requirements and will be available to deliver throughout the relevant contract period. |
|  |  | **Ethics**: In submitting this proposal I/we warrant that the proposer: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor; has not directly or indirectly approached any representative of the buyer (other than the point of contact) to lobby or solicit information in relation to the RFP; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the buyer. |
|  |  | I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct :<https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct> and acknowledge that it provides the minimum standards expected of suppliers to the UN. |
|  |  | **Conflict of interest:** I/We warrant that the proposer has no actual, potential or perceived conflict of Interest in submitting this proposal or entering into a contract to deliver the requirements. Where a conflict of interest arises during the RFP process the proposer will report it immediately to the Procuring Organisation’s Point of Contact. |
|  |  | **Prohibitions and Sanctions:** l/We hereby declare that our firm, ultimate beneficial owners, affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. |
|  |  | I/We do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in [ST/SGB/2006/15](https://undocs.org/Home/Mobile?FinalSymbol=ST%2FSGB%2F2006%2F15&Language=E&DeviceType=Desktop&LangRequested=False)); |
|  |  | **Bankruptcy**: l/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against us that could impair our operations in the foreseeable future. |
|  |  | **Proposal Validity Period:** I/We confirm that this Proposal, including the price, remains open for acceptance for the proposal validity period. |
|  |  | I/We understand and recognize that you are not bound to accept any proposal you receive. |
|  |  | By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organisation/s to make this declaration on its/their behalf. |

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Stamp with official stamp of the Proposer*]

## FORM D: PROPOSER INFORMATION

|  |  |
| --- | --- |
| **RFP Reference** | Click or tap here to enter text. |
| **Legal name of Proposer** | Click or tap here to enter text. |
| **Legal Address, City, Country** | Click or tap here to enter text. |
| **Website** | Click or tap here to enter text. |
| **Year of registration** | Click or tap here to enter text. |
| **Proposer’s Authorized Representative information** | Name and Title: Click or tap here to enter text.  Telephone numbers: Click or tap here to enter text.  Email: Click or tap here to enter text. |
| **Legal structure** | Choose an item. |
| **No. of full-time employees** | Click or tap here to enter number. |
| **No. of staff involved in similar contracts** | Click or tap here to enter number. |
| **Are you a UNGM registered vendor?** | Yes  No If yes, insert UNGM Vendor Number |
| **Years of supplying to UN organisations** | Click or tap here to enter text. |
| **Are you a** Click or tap here to enter text.**vendor?** | Yes  No If yes, insert Vendor Number |
| **Countries of operation** | Click or tap here to enter text. |
| **Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the proposal)** | Click or tap here to enter text. |
| **Commercial Representatives in the country: Name/Address/Phone (for international companies only)** | Click or tap here to enter text. |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent)** *(If yes, provide a Copy of the valid Certificate):* | Click or tap here to enter text. |
| **Does your Company have a corporate environmental policy or environmental management system/accreditation such as ISO 14001 or ISO 14064 or equivalent?** *(If yes, provide a Copy of the valid Certificate):* | Tick all that apply and **provide supporting documentation**:  Corporate Environmental Policy  ISO 14001  ISO 14064  Other, specify Click or tap here to enter text. |
| **Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?**   * **Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity.** * **Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing.** * **Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability.** | Attach a formal statement that outlines your organisation’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as:  Tick all that are attached:  Formal statement  Sustainability report  UN Global Compact Communication on Progress  Other, specify Click or tap here to enter text. |
| **Does your company belong to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other?**  *(If yes, please provide details and documentation]* | Click or tap here to enter text. |
| **Is your company a member of the UN Global Compact?** | Choose an item.  If yes, please provide link to Global Compact profile:  Click or tap here to enter text. |
| **Bank Information** | Bank Name: Click or tap here to enter text.  Bank Address: Click or tap here to enter text.  IBAN: Click or tap here to enter text.  SWIFT/BIC: Click or tap here to enter text.  Account Currency: Click or tap here to enter text.  Bank Account Number: Click or tap here to enter text. |
| **Contact person that** Click or tap here to enter text. **may contact for requests for clarifications during Proposal evaluation** | Name and Title: Click or tap here to enter text.  Telephone numbers: Click or tap here to enter text.  Email: Click or tap here to enter text. |

## FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | RfP24/02807 | | |

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

|  |  |  |
| --- | --- | --- |
| **No** | **Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)* | **Proposed proportion of responsibilities (in %) and type of services to be performed** |
| 1 | Click or tap here to enter text. | Click or tap here to enter text. |
| 2 | Click or tap here to enter text. | Click or tap here to enter text. |
| 3 | Click or tap here to enter text. | Click or tap here to enter text. |

|  |  |
| --- | --- |
| **Name of leading partner**  (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution) | Click or tap here to enter text. |

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture ***OR***  JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## FORM F: ELIGIBILITY AND QUALIFICATION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | RfP24/02807 | | |

***If JV/Consortium/Association, to be completed by each partner.***

**History of Non- Performing Contracts**

|  |  |  |  |
| --- | --- | --- | --- |
| No non-performing contracts during the last 3 years | | | |
| Contract(s) not performed in the last 3 years | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|  |  | Name of Client:  Address of Client:  Reason(s) for non-performance: |  |

**Litigation History** (including pending litigation)

|  |  |  |  |
| --- | --- | --- | --- |
| No litigation history for the last 3 years | | | |
| Litigation History as indicated below | | | |
| **Year of dispute** | **Amount in dispute** (USD) | **Contract Identification** | **Total Contract Amount** (USD) |
|  |  | Name of Client:  Address of Client:  Matter in dispute:  Party who initiated the dispute:  Status of dispute:  Party awarded if resolved: |  |

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Proposer was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Proposer’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Proposer, or that of the Proposer’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Proposer should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project name & Country of Assignment** | **Client & Reference Contact Details** | **Contract Value *(insert currency)*** | **Period of activity and status *(month, year)*** | **Types of activities undertaken and role (Contractor, sub-contractor or consortium member)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

*Proposers may also attach their own Project Data Sheets with more details for assignments above.*

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

**Financial Standing**

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Turnover for the last 3 years** | Year 2022 | Currency | Amount |
| Year 2021 | Currency | Amount |
| Year 2020 | Currency | Amount |
| **Latest Credit Rating (if any), indicate the source and date.** |  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial information**  (USD) | **Historic information for the last 3 years** | | |
|  | 2020 | 2021 | 2022 |
|  | *Information from Balance Sheet* | | |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* | | |
| Total / Gross Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Net Profit |  |  |  |
| Current Ratio (current assets/current liabilities) |  |  |  |

 Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

* 1. Must reflect the financial situation of the Proposer or party to a JV, and not sister or parent companies;
  2. Historic financial statements must be audited by a certified public accountant;
  3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## FORM G: FORMAT FOR TECHNICAL PROPOSAL

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | RfP24/02807 | | |

The proposer’s proposal must be organized to follow the format of this Technical Proposal Form. Where the proposer is presented with a requirement or asked to use a specific approach, the proposer must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

**Section 1: Proposer’s qualification, capacity and expertise**

1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.

1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).

1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.

1.4 Quality assurance procedures and risk mitigation measures.

1.5 Organization’s commitment to sustainability.

**Section 2: Proposed Methodology, Approach and Implementation Plan**

This section should demonstrate the proposer’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

2.1 A detailed description of the approach and methodology for how the Proposer will achieve or exceed the requirements of the Terms of Reference, keeping in mind the appropriateness to local conditions and project environment. Detail how the different service elements shall be organized, controlled and delivered.

2.2 Provide comments and suggestions on the Terms of Reference: have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Include additional services that will be rendered beyond the requirements of the ToR, if any.

2.2 The methodology shall also include details of the Proposer’s internal technical and quality assurance review mechanisms.

2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.

2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.

2-5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

2.5 Implementation plan including a Gantt chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

**Section 3: Management Structure and Key Personnel**

3.1 Describe the overall management approach toward planning and implementing the project. Include details of key personnel including their name and nationality, the Position they will assume and their role as per the ToR. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

3.2 For each of the key personnel provide: the CV using the format in Form H and the statement of exclusivity and availability using the format in Form I.

**FORM H: FORMAT FOR CV OF PROPOSED KEY PERSONNEL**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | RfP24/02807 | | |

|  |  |  |
| --- | --- | --- |
| **Position (as per ToR)** |  | |
| **Personnel Information** | Name: | |
|  | Nationality: | Date of birth: |
|  | Language Proficiency: | |
| **Present Employment** | Name of employer: | Contact: (manager or HR) |
|  | Address of employer: | |
|  | Telephone: | Email: |
|  | Job title: | Years with present employer: |
| **Education / Qualifications** | *Summarise college/university and other specialised education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.* | |
| **Professional Certifications** | *Provide details of professional certifications relevant to the scope of services including name of institution and date of certification.* | |
| **References:** | *Provide names, addresses, phone and email contact information for two (2) references*. | |

Summarise professional experience over the last 20 years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
|  |  |  |

I, the undersigned, certify that, to the best of my knowledge and belief, this CV is accurate.

Signature of Personnel Date (Day/Month/Year)

**FORM I: STATEMENT OF EXCLUSIVITY AND AVAILABLITY**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | RfP24/02807 | | |

I, the undersigned, hereby declare that I agree to participate exclusively with the Proposer Click or tap here to enter text.in the above referenced RFP. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included if this proposal is successful, namely:

|  |  |
| --- | --- |
| **From** | **To** |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |

I confirm that I am not engaged in other projects in a position for which my services are required during the periods where my services are required under this RFP.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other proposer submitting a proposal for this RFP. I am fully aware that if I do so, I will be excluded from this RFP, the proposals may be rejected, and I may also be subject to exclusion from other UNDP’s solicitation procedures and contracts.

Furthermore, should this proposal be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other Click or tap here to enter text. solicitation procedures and contracts and that the notification of award of contract to the Proposer may be rendered null and void.

Name:

Title:

Date:

Signature:

## FORM J: FINANCIAL PROPOSAL SUBMISSION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | RfP24/02807 | | |

We, the undersigned, offer to provide the services indicated in our proposal and in accordance with your Request for Proposal. We are hereby submitting our Financial Proposal in the amount indicated herewith.

Our Proposal shall be valid and remain binding upon us for the period specified in the Data Sheet.

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

**Our attached Financial Proposal is for the sum of *[Insert amount in words and figures]*.** Please make sure the total matches with the total indicated in the deliverables section of the system (lines) and with the total deriving from the cost breakdown (form K).

## FORM K: FORMAT FOR FINANCIAL PROPOSAL

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | RfP24/02807 | | |

The proposer is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Proposers. **The inclusion of any financial information in the Technical Proposal shall lead to disqualification of the Proposer.** The Financial Proposal should align with the requirements of the Terms of Reference and the proposer’s Technical Proposal.

**Currency of the proposal: USD**

**Table 1: Total Cost per Deliverable\***

|  |  |  |
| --- | --- | --- |
| **Deliverable / Milestone**  **as per Terms of Reference** | **Percentage of Total Price (Weight for payment)** | **Price (USD)**  **(Lump Sum, All Inclusive)** |
| **Deliverable 1:** Conduct a context analysis for the establishment of the network of insider mediation on both banks of Nistru river, inside platforms and selected communities | **30%** |  |
| **Deliverable 2:** Guide and empower the network of insider mediators on both banks of Nistru river that would accelerate Confidence Building Measures (CBM) effect within communities from both banks of the river Nistru | **30%** |  |
| **Deliverable 3:** Develop and implement mutually beneficial solutions for problems common to people on both riverbanks that reduce tensions across the conflict divide by solving common pressing problems | **30%** |  |
| **Deliverable 4:** Drafting of final reports and guiding notes on insider mediation for cross-river platforms | **10%** |  |
| **Total Amount of Financial Proposal** | |  |

*\*Basis for payment tranches*

**Table 2: Cost Breakdown by Cost Component**

| **Expenses** | **Unit of measure (working day, unit, piece, km etc.)** | | **Quantity** | | **Unit Price in USD$** | **Total Price in USD$ per budget line** |
| --- | --- | --- | --- | --- | --- | --- |
| **I. Personnel Services (net)** | | | | | | |
| 1. **Key personnel** |  | |  | |  |  |
| 1 (one) Community development specialist/Team Leader | Working days | |  | |  |  |
| 2 (two) Insider Mediation experts | Working days | |  | |  |  |
| 1 (one) Civil society development Expert | Working days | |  | |  |  |
|  |  | |  | |  |  |
| **Subtotal I.1** |  | |  | |  |  |
|  |  | |  | |  |  |
| *Other staff needed for specific activities proposed in methodology* | Per staff | | No of staff | |  |  |
|  |  | |  | |  |  |
| **Subtotal I.2** |  | |  | |  |  |
| **Sub-total – Personnel Services (1)** | | | | | |  |
| **II. Direct Costs** | | | | | |  |
| **Activities stage 1:** |  |  | |  | |  |
|  |  |  | |  | |  |
| **Activities stage 2:** |  |  | |  | |  |
|  |  |  | |  | |  |
| **Activities stage 3:** |  |  | |  | |  |
|  |  |  | |  | |  |
| **Activities stage 4:** |  |  | |  | |  |
|  |  |  | |  | |  |
| **Sub-total – Direct costs (2)** |  |  | |  | |  |
| **III. Administrative Costs** | | | | | | |
| Office management costs |  | |  | |  |  |
| * 1. ICT costs (mobile packages, internet, ZOOM) |  | |  | |  |  |
| * 1. Video and photo services |  | |  | |  |  |
| * 1. Overall translation services (simultaneous and written) |  | |  | |  |  |
| * 1. Travel costs (Transnistrian region) |  | |  | |  |  |
| *Other, if relevant* |  | |  | |  |  |
|  |  | |  | |  |  |
| **Sub-total – Administrative costs (3)** | | | | | |  |
|  |  | |  | |  |  |
| **TOTAL BUDGET (1+2+3)** | | | | | |  |

\* Please adjust the table as per your technical proposal. You may add/delete any budget sub- categories which are relevant to your technical proposal.

\*\* Please include the respective amounts in the Total Budget of the Proposal.