

*United Nations Development Programme*



# REQUEST FOR PROPOSAL

**EU4MD/Setting up the mechanism and institutionalization of public services of communal interest through inter-municipal cooperation in Cahul and Ungheni focal regions.**

RFP No.: 21/02396

Project: **EU4Moldova: Focal regions**

Country: **Moldova, Republic of**

Issued on: 24 November 2021

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## Section 1. Letter of Invitation

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The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
  - o Form A: Technical Proposal Submission Form
  - o Form B: Bidder Information Form
  - o Form C: Joint Venture/Consortium/Association Information Form
  - o Form D: Qualification Form
  - o Form E: Format of Technical Proposal
  - o Form F: Financial Proposal Submission Form
  - o Form G: Financial Proposal Form

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 Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to [victoria.josan@undp.org](mailto:victoria.josan@undp.org), indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in e-Tendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:

*Victoria Josan*

Name: Victoria JOSAN

Title: Procurement Assistant

Date: **November 24, 2021**

Approved by:

*Corina Oprea*

Name: Corina OPREA

Title: Operations Manager

Date: **November 24, 2021**

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## Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
<b>1. Introduction</b>	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://www.ungm.org">www.ungm.org</a>). 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.</p>
<b>2. Fraud &amp; Corruption, Gifts and Hospitality</b>	<p>2.1 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 <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p>2.2 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.</p> <p>2.3 In pursuance of this policy, UNDP            (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;            (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, 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.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></p>
<b>3. Eligibility</b>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

<b>4. Conflict of Interests</b>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide 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 goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>4.2 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.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) 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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 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.</p>
<b>B. PREPARATION OF PROPOSALS</b>	
<b>5. General Considerations</b>	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
<b>6. Cost of Preparation of Proposal</b>	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<b>7. Language</b>	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
<b>8. Documents</b>	<p>8.1 The Proposal shall comprise of the following documents:</p>

<p><b>Comprising the Proposal</b></p>	<p>a) Documents Establishing the Eligibility and Qualifications of the Bidder;  b) Technical Proposal;  c) Financial Proposal;  d) Proposal Security, if required by BDS;  e) Any attachments and/or appendices to the Proposal.</p>
<p><b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b></p>	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
<p><b>10. Technical Proposal Format and Content</b></p>	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
<p><b>11. Financial Proposals</b></p>	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 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.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
<p><b>12. Proposal Security</b></p>	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p>

	<p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 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 Bidder.</p>
<p><b>13. Currencies</b></p>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
<p><b>14. Joint Venture, Consortium or Association</b></p>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) 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, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 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.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity 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.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 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.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not</p>

	be available within one firm.
<b>15. Only One Proposal</b>	<p>15.1 The Bidder (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.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol style="list-style-type: none"> <li>they have at least one controlling partner, director or shareholder in common; or</li> <li>any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>they have the same legal representative for purposes of this RFP; or</li> <li>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 Bidder regarding this RFP process;</li> <li>they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or</li> <li>some key personnel proposed to be in the team of one Bidder 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.</li> </ol>
<b>16. Proposal Validity Period</b>	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>17. Extension of Proposal Validity Period</b>	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders 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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<b>18. Clarification of Proposal</b>	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor 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.</p>
<b>19. Amendment of</b>	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the</p>

<b>Proposals</b>	<p>RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
<b>20. Alternative Proposals</b>	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. 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.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
<b>21. Pre-Bid Conference</b>	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
<b>C. SUBMISSION AND OPENING OF PROPOSALS</b>	
<b>22. Submission</b>	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
<b>Hard copy (manual) submission</b>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</li> <li>b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> <li>i. Bear the name and address of the bidder;</li> <li>ii. Be addressed to UNDP as specified in the BDS</li> </ul> </li> </ul>

<p><b>Email Submission</b></p>	<p>iii. Bear a warning that states “<i>Not to be opened before the time and date for proposal opening</i>” as specified in the BDS. If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.</p> <p>c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.</p>
<p><b>eTendering submission</b></p>	<p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</p> <p>d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</p> <p>c) 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 BDS.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></p>
<p><b>23. Deadline for Submission of Proposals and Late Proposals</b></p>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p><b>24. Withdrawal, Substitution, and Modification of Proposals</b></p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any,</p>

	<p>must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
<b>25. Proposal Opening</b>	25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.
<b>D. EVALUATION OF PROPOSALS</b>	
<b>26. Confidentiality</b>	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder 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 be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<b>27. Evaluation of Proposals</b>	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> <li>a) Preliminary Examination</li> <li>b) Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>c) Evaluation of Technical Proposals</li> <li>d) Evaluation of Financial Proposals</li> </ol>
<b>28. Preliminary Examination</b>	28.1 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.
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> <li>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;</li> <li>b) They have a good financial standing and have access to adequate financial</li> </ol>

	<p>resources to perform the contract and all existing commercial commitments,</p> <ul style="list-style-type: none"> <li>c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</li> <li>d) They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<p><b>30. Evaluation of Technical and Financial Proposals</b></p>	<p>30.1 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 the 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 the BDS. When necessary and if stated in the BDS, 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.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, 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 Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;"><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;"><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;"><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 60%) + (FP Rating) x (Weight of FP, e.g., 40%)</p> </div>
<p><b>31. Due Diligence</b></p>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information</li> </ul>

	<p>provided by the Bidder;</p> <ul style="list-style-type: none"> <li>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<p><b>32. Clarification of Proposals</b></p>	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder 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.</p>
<p><b>33. Responsiveness of Proposal</b></p>	<p>33.1 UNDP's determination of a Proposal's responsiveness will 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.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<p><b>34. Nonconformities, Reparable Errors and Omissions</b></p>	<p>34.1 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.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, 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 Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) 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;</li> <li>b) 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;</li> </ul>

	<p>and</p> <p>c) 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.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Proposals</b>	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
<b>36. Award Criteria</b>	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
<b>37. Debriefing</b>	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
<b>38. Right to Vary Requirements at the Time of Award</b>	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, 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.
<b>39. Contract Signature</b>	39.1 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 Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
<b>40. Contract Type and General Terms and Conditions</b>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
<b>42. Bank Guarantee for Advanced Payment</b>	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP</a>

	<a href="#">DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>
<b>43. Liquidated Damages</b>	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
<b>44. Payment Provisions</b>	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
<b>45. Vendor Protest</b>	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>
<b>46. Other Provisions</b>	46.1 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 services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence. 46.2 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. 46.3 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 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a>

## Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	Romanian or English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will not be conducted
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per week of delay: 1% Max. 5% deduction, after which UNDP may terminate the contract.
9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP:  Victoria JOSAN at <a href="mailto:victoria.josan@undp.org">victoria.josan@undp.org</a>  Address: #104, Sciusev Street, Chisinau. MD 2012

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BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP	Posted directly to eTendering
14	23	Deadline for Submission	For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> e-Tendering
15	22	Proposal Submission Address	<a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> Insert BU Code <b>MDA10</b> and Event ID number <b>000011023</b>
16	22	Electronic submission (eTendering) requirements	<ul style="list-style-type: none"> <li>▪ Format: PDF files only</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ <b>Your offer, comprising of Technical and Financial Proposals, shall be submitted in separate files, while the financial proposal shall be password protected. Please, ensure that no other documents are disclosing your financial proposal apart from Forms F and G which are password protected.</b></li> <li>▪ <b>Password for financial proposal must not be disclosed unless required in written by UNDP.</b></li> <li>▪ <b>DO NOT DISCLOSE YOUR PRICE IN THE E-TENDERING LINE ITEM. YOU MUST PUT PRICE AS 1\$ IN THE SYSTEM AND PROVIDE THE FINANCIAL PROPOSAL AS ENCRYPTED FILE AS EXPLAINED IN INSTRUCTIONS.</b></li> </ul>
17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 60%-40% distribution for technical and financial proposals respectively  <b>The minimum technical score required to pass is 70%.</b>
18		Expected date for commencement of Contract	December 29, 2021
19		Maximum expected duration of contract	14 months

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<b>BDS No.</b>	<b>Ref. to Section.2</b>	<b>Data</b>	<b>Specific Instructions / Requirements</b>
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	Contract for Goods and Services for UNDP <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for contracts (goods and/or services) <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23		Other Information Related to the RFP	

## Section 4. Evaluation Criteria

### Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity

### Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3.	Form A: Technical Proposal Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
<b>Bankruptcy</b>	Not declared bankruptcy, 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 A: Technical Proposal Submission Form
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 5 (five) years 'of professional experience in the area of setting up and development of public services based on Inter-municipal Cooperation. <i>(For JV/Consortium/Association, Lead Partner should meet requirement).</i>	Form D: Qualification Form
<b>Minimum Qualification</b>	The minimum personnel mandatory for the	Attach required documents

<sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<b>Requirements</b>	<p>implementation of the contract:</p> <ul style="list-style-type: none"> <li>• 1 (one) TEAM Leader/Project Manager</li> <li>• 1 (one) Local Governance Consultant</li> <li>• 1 (one) Strategic planning Consultant</li> <li>• 1 (one) Legal/institutional Consultant</li> <li>• 1 (one) Business/financial Analyst</li> <li>• 1 (one) Public Service Management Consultant</li> </ul> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	to Form E of Section 6
<b>Financial Standing</b>	<p>Minimum average annual turnover of USD 60,000 for the last 2 years.</p> <p><i>(For JV/Consortium/Association, Lead Partner should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form

## Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	250
2.	Proposed Methodology, Approach and Implementation Plan	250
3.	Management Structure and Key Personnel	500
<b>TOTAL</b>		<b>1000</b>

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability	40
1.2	General Organizational Capability which is likely to affect implementation: <ul style="list-style-type: none"> <li>Age of the firm - &lt;5 years – 0 pts, 5 years – 10 pts, &gt;5 years – 5 pts for each additional year up to max. 30 points</li> <li>project management controls (organigram) - up to 20 points</li> </ul>	50
1.3	Relevance of: <ul style="list-style-type: none"> <li>Minimum five (5) years of professional experience in the area of setting up and development of public services of communal interest through inter-municipal cooperation (&lt;5 years – 0 pts, 5 years - 40 pts, &gt;5 years – 10 pts for each additional year up to max. 50 pts)</li> <li>At least 5 (five) years' experience on planning and economic analysis of operation of public services (&lt;5 years – 0 pts, 5 years - 10 pts, &gt;5 years – 10 pts for each additional year up to max. 30 pts)</li> <li>At least 3 (three) technical expertise on establishing public service provision (&lt;3 analyses – 0 pts, 3 analyses - 20 pts, &gt;3 analyses – 5 pts for each additional one up to max. 30 pts).</li> <li>At least 3 (three) trainings, knowledge sharing activities and/or coaching in the operational and financial management for public service operators of communal interest (&lt;3 trainings – 0 pts, 3 trainings - 20 pts, &gt;3 trainings – 5 pts for each additional institution up to max. 30 pts)</li> <li>Experience in setting-up the mechanism for institutionalization of public services of communal interest through inter-municipal cooperation in the regions similar to the size of Ungheni and Cahul districts is a strong advantage (no experience - 0 pts, yes – 10 pts)</li> <li>Work for UNDP/UN Agencies/projects/EU funded projects is a strong advantage (evidence must be provided in the Technical Proposal) (no experience - 0 pts, yes – 10 pts)</li> </ul>	160
<b>Total Section 1</b>		<b>250</b>

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	<p>Does Methodology and Approach meet the ToR requirements?</p> <ul style="list-style-type: none"> <li><i>full understanding of the assignment. The proposed approach and methodology fully demonstrate responsiveness to the ToR – 41 to 70 pts</i></li> <li><i>satisfactory understanding of the assignment. The proposed approach and methodology correspond to the TOR but require some adjustments to properly address all the tasks – 11 to 40 pts</i></li> <li><i>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 10 pts</i></li> </ul>	70
2.2	<p>Does the Methodology describe all the actions and their consequence into sufficient details, are they logical?</p> <ul style="list-style-type: none"> <li><i>detailed and logical description - 41 to 60 pts;</i></li> <li><i>limited description which requires improvements – 11 to 40 pts,</i></li> <li><i>no description or somehow touched upon – 0 to 10 pts</i></li> </ul>	60
2.3	<p>Does the proposed Methodology demonstrate knowledge and understanding of the local public administration system from the Republic of Moldova' specific environment and its challenges?</p> <ul style="list-style-type: none"> <li><i>full understanding and deep knowledge. The of the LPA system from Moldova' specific environment and challenges are well described and addressed into sufficient details – 41 to 60 pts</i></li> <li><i>the understanding and knowledge of the LPA system from Moldova is satisfactorily addressed. The specific environment and challenges are somehow addressed without providing many details – 11 to 40 pts</i></li> <li><i>the understanding and knowledge of LPA system from Moldova is not addressed at all or only touched upon. The specific environment and challenges not addressed at all or only touched upon – 0 pts to 10 pts</i></li> </ul>	60
2.4	<p>Does the proposal contain performance monitoring and evaluation mechanisms and tools?</p> <ul style="list-style-type: none"> <li><i>the performance monitoring and evaluation mechanisms are appropriate to the task, logical and correspond with the proposed methodology – 14 to 30 pts</i></li> <li><i>the performance monitoring and evaluation mechanisms are inconsistent and require some adjustments to properly address all the tasks – 6 to 13 pts</i></li> <li><i>the performance monitoring and evaluation mechanisms are weak – 0 to 5 pts</i></li> </ul>	30
2.5	<p>Does the proposal contain a qualitative risk assessment and appropriate mitigation measures?</p> <ul style="list-style-type: none"> <li><i>the risk assessment and proposed mitigation measures are appropriate to the task, logical and correspond with the proposed methodology and local environment – 14 to 20 pts</i></li> <li><i>the risk assessment and proposed mitigation measures is inconsistent and require some adjustments to properly address all the tasks – 6 to 13 pts</i></li> <li><i>the risk assessment and proposed mitigation measures is weak and not connected to the local environment – 0 to 5 pts</i></li> </ul>	20
2.6	<p>Does the proposal demonstrate good and logical distribution of roles in the team, including distribution per person-days' involvement?</p> <ul style="list-style-type: none"> <li><i>extensive and logical distribution - 5 to 10 pts</i></li> <li><i>to some extent - 1 to 4 pts,</i></li> </ul>	10

	<ul style="list-style-type: none"> <li>Limited or lack of any such details - 0 pts.</li> </ul>	
<b>Total Section 2</b>		<b>250</b>

<b>Section 3. Management Structure and Key Personnel</b>		<b>Points obtainable</b>
3.1	<b>1 (one) TEAM Leader/Project Manager</b> (can be cumulated with other positions)	
	Master's degree (or equivalent) in economics, science, public administration, engineering (15 pts). Possession of PhD is a strong advantage (5 pts).	20
	At least one technical expertise on establishing public service provision (no experience – 0 pts, minimum 1 contract - 10 pts, each additional contract– 5 pts, up to max. 30 pts)	30
	Experience in managing assignments on institutionalization of public services of communal interest inclusive through inter-municipal cooperation in terms of works and scope (no experience – 0 pts, 3 contracts - 10 pts, each additional contract – 5 pts, up to max. 30 pts)	30
	Experience working with UN Agencies / EU funded projects (no experience – 0 pts, Yes - 10 pts)	10
		90
3.2	<b>1 (one) Local Governance Consultant</b>	
	University degree in public administration/law (10 pts). Master's degree is an advantage (5 pts)	15
	Experience in developing planning analysis or management plans for development of local public services (at least one plan elaborated of similar scope and duration) (no experience – 0 pts, 1 plan - 10 pts, each additional plan – 5 pts, up to max. 20 pts)	20
	Experience in developing IMC analysis for development of public services (i.e. at least one contract on similar activities, scope and duration) (no experience – 0 pts, minimum 1 contract - 10 pts, each additional contact – 5 pts, up to max. 20 pts)	20
	Experience in setting up institutionalization of IMC operators (i.e. at least one contract on similar activities, scope and duration) (no experience – 0 pts, minimum 1 contract - 5 pts, each additional contact – 5 pts, up to max. 20 pts)	20
		85
3.3	<b>1 (one) Strategic planning Consultant</b>	
	University degree in engineering, public administration or appropriate field (15 pts), Master's degree is an advantage (5 pts).	20
	Practical experience in planning analysis of local public services (no experience – 0 pts, 5 years - 10 pts, each additional year – 5 pts, up to max. 25 pts)	25
		75
	Experience in developing IMC analysis for development of public services/solid waste management (i.e. at least one contract on similar activities, scope and duration) (no experience – 0 pts, minimum 1 contract - 5 pts, each additional contact – 5 pts, up to max. 20 pts)	20

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<b>Section 3. Management Structure and Key Personnel</b>			<b>Points obtainable</b>
	Experience working with UN Agencies / EU funded projects (no experience – 0 pts, Yes - 10 pts)	10	
3.4	<b>1 (one) Legal/institutional Consultant</b>		85
	University degree in law and public administration (10 pts). Master's degree is an advantage (5 pts). Possession of PhD in public administration/Law is a strong advantage (5 pts)	20	
	Professional Experience in developing IMC analysis for development of public services (no experience – 0 pts, 1 contract - 10 pts, each additional contract – 5 pts, up to max. 30 pts)	30	
	Experience in developing IMC services development plans (no experience – 0 pts, 1 contract - 10 pts, each additional contract – 5 pts, up to max. 25 pts)	25	
	Experience working with UN Agencies / EU funded projects (no experience – 0 pts, Yes - 10 pts)	10	
3.5	<b>1 (one) Business/financial Analyst</b>		85
	University degree in economics/finance, business administration, management, accounting (15 pts). Master's degree is an advantage (5 pts).	20	
	Practical experience in strategic diagnostic analysis of local public services (no experience – 0 pts, 1 contract - 10 pts, each additional contract – 5 pts, up to max. 30 pts)	30	
	Experience in developing business sustainability plans or management plans for developing local public services (no experience – 0 pts, minimum 1 plan - 10 pts, each additional plan – 5 pts, up to max. 25 pts)	25	
	Experience working with UN Agencies/EU funded projects (no experience – 0 pts, Yes - 10 pts)	10	
3.6	<b>1 (one) Public Service Management Consultant</b>		80
	University degree in engineering or management of public services (or equivalent) (15 pts). Master's degree is an advantage (5 pts).	20	
	Experience in the management and operational planning of public services (no experience – 0 pts, 1 contract - 10 pts, each additional contract – 5 pts, up to max. 30 pts)	30	
	Experience in developing analysis and local public services development plans (no experience – 0 pts, minimum 1 analysis / plan - 10 pts, each additional plan – 5 pts, up to max. 20 pts)	20	
	Experience working with UN Agencies / EU funded projects (no experience – 0 pts, Yes - 10 pts)	10	
<b>Total Section 3</b>			<b>500</b>

## Section 5. Terms of Reference

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### A. PROJECT TITLE: EU4Moldova: Focal Regions Programme (EU-funded)

### B. PROJECT DESCRIPTION

#### **General Background**

The EU4Moldova: focal regions Programme (further Programme) is based on the European Commission Implementing Decision on the Annual Action Programme 2018 in favor of the Republic of Moldova and is funded by the European Union and implemented by the United Nations Development Programme and UNICEF.

The **overall objective** of the five-year Programme is to strengthen the economic, territorial and social cohesion in the Republic of Moldova through smart, green, inclusive, sustainable and integrated local socio-economic growth as well as by improving the standards of living of the citizens in the focal regions of Cahul and Ungheni.

To this end, this Programme will address also the urban-rural divide as well as regional disparities, stimulate economic growth and job creation, refurbish and upgrade some social and technical infrastructure in selected areas (smaller towns and villages) while taking into account climate change and a gender perspective in the activities of the Programme.

Specific objectives:

1. To strengthen transparency, accountability of local public authorities and citizen participation in local governance processes in the focal regions.
2. To improve citizens' access to quality public services and utilities in the focal regions.
3. To create employment opportunities for men and women in the pilot focal regions and improve the attractiveness of the pilot regions for investors and entrepreneurs.
4. To promote the smart specialization of the economy of the focal regions through the development of the clustering and value chain approach in key economic sectors.

The Programme objectives will be achieved through measures targeted at: (i) capacity building to support the implementation and monitoring of local economic development plans; (ii) civil society engagement in local planning, governance processes and basic social service delivery; (iii) provision of investment funding in support of the creation and/or development of social and technical infrastructure which, combined with the outcomes from interventions (i) and (ii) above, will have an immediate, visible and tangible impact on employment creation, the standard of living of the population in the focal regions.

#### **Specific Context**

One of the topics that appears constantly on the public agenda in the Republic of Moldova in the last two decades is the need for a substantial reform of the local public administration, decentralization, local autonomy and improving the quality of local public services. In Moldova, where practically all sectors of activity are in a state of permanent change, the public administration is far from being adapted to the economic realities or citizen needs, but rather seems to be suspended in a period of transition that has been extended for several years. The state and practical performance of all existing local public services is relatively poor. The major problems are:

- Expensive maintenance and operation of services;
- Limited access to necessary financial resources and limited capacity to attract investments for the

rehabilitation / extension of public services infrastructure;

- Lack of experienced staff for the promotion, management and implementation of large-scale investments;
- Inefficient management of operating, maintenance and personnel costs;
- Unclear roles and responsibilities of the institutions / authorities involved in the management of public utilities;
- Inadequate institutional framework.

Both at the level of central and local public authorities, there is awareness of the need to take all necessary measures to ensure the necessary conditions for the provision of accessible and high quality local public services that meet EU standards. In this context, strategic documents have been approved at the national and regional levels, which provide for:

- Quality public services, in accordance with the needs and expectations of citizens and of social and economic entities.
- Intensifying efforts for the implementation of projects aimed at the rehabilitation, modernization, and development of local service infrastructure at local level, and
- Promoting the concept of creating regional operators, including through inter-municipal cooperation, regionalization of services to ensure efficiency, effectiveness, and quality in their mode of operation.

Regionalization is a key element for improving the efficiency of local public infrastructure and services, in terms of quality and costs, in order to achieve environmental objectives, but also to ensure investment, operation, long-term development strategy of the communal sector and harmonious local development. This policy aims to improve performance in the sector through better and more professional management, as well as benefiting from economies of scale. Also, the eligibility criteria for obtaining funding from European funds for local public services require a regional operator to be constituted by the beneficiary local authorities.

Regionalization involves grouping service providers into a single administrative or physical structure to improve their services and efficiency. The regionalization of local public services may include the interconnection of existing operators to help correct the imbalance of resources between town halls or territorial-administrative units. This perspective also includes organizational cooperation between local public authorities (or service providers), in order to improve their services and effectiveness. Such improvements can be achieved by:

- Reduction of production costs;
- Grouping of capacities, means and resources;
- Increasing the equity of access to services;
- Improving access to funds and private sector participation.

The Description of the Action (DoA) of the Programme states that despite some investments made during the last years, access to communal services and their quality remains a challenge. Communal services are provided by municipal enterprises which are afflicted by problems like: outdated equipment (leading to low efficiency and poor quality of services), low utility fees (which do not cover the true cost of operation and replacement of assets), low salaries of staff (which hinders employment of good experts). In Cahul district, the waste collection service is only available to 85% of urban households and only 14% in the rural areas. The equipment of the municipal enterprise is 35 years old. There is no regional landfill, as provided by the Regional

Strategy for Waste Management for the South Region, waste being disposed in 51 dumpsites of the district. In Ungheni district, the waste collection service covers 74% of the urban areas, and 3% of rural areas. The municipal waste is disposed of in 37 irregular dumpsites, which are not equipped with weighbridge. Ave Ungheni, the municipal enterprise that provides this service in the district (covering Ungheni town and other 8 rural villages) can extend the services to other villages, but it needs more equipment, trucks, and containers as well as improved roads in the villages.

Access to public services, particularly water and sanitation and solid waste management, is a critical element of economic growth and poverty reduction and a fundamental pillar for improving the living standards and wellbeing of the population.

More than half of the population of Ungheni and Cahul lives in rural areas, where the poverty rate is three times higher than in urban areas. Most people lack access to quality basic public services. Local authorities have only limited financial means and human resources. The low standard of public services has an adverse effect on health, education, and local employment opportunities, and undermines trust in public institutions.

The local public administration plays the most important role in the organization and managing public services, given that they know the needs of citizens. Unfortunately, a wide range of public services are present mostly at the city level and less at the level of rural communities.

The inter-municipal cooperation (IMC) for localities from Cahul and Ungheni focal regions it is an important element for the joint provision, in keeping with quality and efficiency standards, of the local public services. In fact, by joining the efforts of two or more administrative-territorial units (ATU), it is possible to ensure the necessary premises for the organization and financing of quality public services, given that each ATU does not have the necessary power and resources to do so individually.

The analysis of the areas of inter-municipal cooperation in Cahul and Ungheni focal regions developed by the Program during 2020-2021, provide useful elements that contribute to:

- Increasing the awareness and informing the local public administration authorities about the benefits offered by inter-municipal cooperation.
- Stimulating the cooperation between the administrative-territorial units for increasing the quality and efficiency of the local public services, provided jointly and / or the joint realization of qualitative and viable development projects of zonal / regional interest.
- Strengthening existing inter-municipal development initiatives.

The EU4Moldova: focal regions Programme conducted studies to identify public services with the greatest potential for inter-municipal cooperation in both regions. Based on these studies, the following public services were identified:

- Administration of public domain and waste management (Cahul region)
- Water supply and sewerage public service, and waste management service (Ungheni region).

Moreover, both focal regions have been assisted on improving public waste management service through technical assistance on performing diagnostic analysis of existing waste management service providers (AVE Ungheni and Gospodaria Comnunal Locativa Cahul), and the development plan of the service operator for the extension of the service through Inter Municipal Cooperation. Additionally, Opportunity studies for

extension of communal services through IMC - 2 in Cahul (waste management and administration of public domain) and 2 in Ungheni (waste management and water supply and sanitation), were developed and approved by the majority of local authorities from both regions. Based on these documents an Inter-municipal Cooperation Agreement is approved and is about to be signed in each region which will be the basis for the creation of the regional inter-municipal service.

From this perspective, the Programme will provide support to local governments of Cahul and Ungheni local authorities to increase the efficiency and quality of local communal public services (utilities) through inter-municipal cooperation and regionalization.

#### **SCOPE OF WORK**

The EU4Moldova: Focal Regions Programme (hereinafter the Programme) is looking for a Company/Consortium of companies (further Contractor) to provide assistance in establishing management and representative structure of IMC, developing the implementation mechanism of cooperation and instruments for continuous monitoring and evaluation of cooperation. The overall goal of technical assistance is to provide support for the joint establishment, organization, operation, monitoring, and joint management of 4 public service within the competence of the administrative-territorial units as follows:

Cahul region:	Ungheni region
administration of public domain	water supply and sanitation
waste management service	waste management service

The local public authorities from the focal regions of Ungheni and Cahul have initiated cooperation in order to establish, organize, operate, monitor and jointly manage public services within the competence of the administrative-territorial units, as well as joint realization of public investment projects, intended for the establishment, modernization and / or development, of the technical-municipal infrastructure.

The support provided to the LPAs from Cahul and Ungheni focal regions regarding the establishment of public service providers based on inter-municipal cooperation will include the following phases:

- Phase 1: Provide support to the Inter-municipal Councils in developing action plans regarding the joint organization and development of the joint local public services of communal interests;
- Phase 2: Provide support on establishment of joint public services operators based on inter-municipal cooperation;
- Phase 3: Assistance for the new service providers in identifying and developing corporate, financial, and operational improvements so that they become reliable business operators.
- Phase 4: Capacity building (minimum 25h of trainings and specialized study visits to ensure better acknowledgement and implementation of IMC, also sharing best practices) for the LPAs and service operators' representatives.

**Important Note: *The Programme' assistance for the institutionalization of the 4 public services mentioned above based on IMC is conditioned by the expression of the interest and the will of the partner communities to cooperate, to create a joint IMC service and to ensure the sustainability of the***

***established IMC services. In case the LPAs will not identify consensus in the creation / institutionalization of one of the 4 mentioned services, the Program reserves the right to cease the assistance activities and to review the tasks and the contractual provisions with the contracted Company.***

To be mentioned that results of the activity will contribute to the elaboration of legal and institutional frameworks for the joint provision of public services which will be advantageous to be replicated in other cases for organizing local public services in the Republic of Moldova.

### **C. KEY TASKS AND ACTIVITIES**

Based on the above-mentioned phases, for setting up the mechanism for institutionalization of public services through inter-municipal cooperation the Contractor will implement the following tasks:

#### **Task 1: Inception of Activities, organize preparatory activities to launching the assignment.**

During this stage, the Contractor shall:

- Develop an Inception Report, including analysis of results and conclusions of the Opportunity studies and Association Agreements for extension of communal public services in Cahul and Ungheni focal regions developed with support of the EU4Moldova: Focal Regions Programme.
- Prepare and discuss with beneficiary LPAs and the Programme the Implementation Plan, detailing step by step each of the Implementation Stages, Approach to Implementation, including the Methodology and Work Plan for each tasks.
- Prepare a detailed action plan for each public service separately, mentioning the expected contract results/deliverables.
- Endorse and validate the Implementation Plan with Inter-municipal Councils.

*Note 1.* Assessment will be performed in close cooperation and support from the Programme Team, specifically Public Services Improvement Officer, Cahul and Ungheni Local Project Coordinators. Additional information, opportunity studies, development plans of existing service operators, local socio-economic development strategies or statistics required for a successful implementation of the task will be provided by the EU4Moldova Programme and LPAs teams.

#### **Task 2: Support to the Inter-municipal Councils in the implementation of the action plan regarding the joint organization and development of the joint communal public services.**

The contractor will define the Organizational Structure and Operating Mechanisms of the Inter-municipal Council, and will develop in the participatory manner the detailed mechanism regarding the joint organization and development of the communal public services in Cahul and Ungheni. The mechanism will cover, but not limited to, the following topics:

- management and representative structures;
- working procedures of the Inter-municipal Council ;
- organization chart, working procedures, codes of conduct, job descriptions of Inter-municipal Councils, timetable for meetings, culture of cooperation;
- reporting procedures;
- performance management system;

- annual action plan regarding the joint organization and development of local public services;

Together with the signatories of the Association Agreements for the extension of the public services, the Contractor will develop Local Development Program of the joint communal public services for each selected public service. The Program for the development and functioning of the communal public Service is a planning document with a key role in the development of a sustainable management of the public service in all the localities signed the association agreement. The program will include the most important chapters of the development of the public service such as:

- General purpose of the development program
- Current situation and swot analysis
- Legislative targets and strategic principles
- Tariff policy for the provision the joint communal public service
- Objectives and duration of the development program
- Monitoring indicators
- Description of strategic actions and description of the hierarchy and list of services that can be provided
- Challenges for the future (ex. "The CONCEPT OF "END-OF-WASTE" ", Information and awareness campaigns for the public)
- Final considerations.

Contractor will endorse and validate all developed documents/results with Inter-municipal Councils.

### **Task 3: Assistance to LPAs on establishment of the joint communal public service based on inter-municipal cooperation**

Contractor will analyse the opportunity studies and diagnostic analysis developed for Cahul and Ungheni within the EU4Moldova: Focal Regions Program, will develop analysis of the legal aspects regarding the reorganization of existing service operators as a potential operator created through cooperation between communities and establishment of the Regional Operators in each region. Based on legal requirements, a set of documents will be prepared (statute, regulations, contract for the establishment of the common provider of local public services, model contract for the provision of services (delegation contract), model contract for the provision of services to consumers, job descriptions) for the common service provider services based on inter-municipal cooperation. For the efficiency of the inter-municipal Council's activity tools for monitoring the execution of the delegation contract for provision of the joint communal public service will be elaborated by the Contractor. The following tasks will be implemented:

- assistance to LPAs on establishment of the joint public service based on inter-municipal cooperation;
- analysis of the legal aspects regarding reorganization of existing service operators and the establishment of the Regional Operator;
- preparation of the set of documents (statute, regulations, contract for the establishment of the common provider of local public services, model contract for the provision of services (delegation contract), model contract for the provision of services to consumers, job descriptions) for the common service; provider services based on inter-municipal cooperation;
- elaboration of tools for monitoring the execution of the contract for delegating the management of the joint communal public service;

- support for the registration of the new common provider of public services or for the registration of incorporation documents.

Taking into account the complex procedure of registration of regional operators by the state institutions, the local partners will be assisted by the Contractor in preparing the package of institutionalization documents of the new service operators.

**Task 4: Assistance to the newly public service operators in identifying and developing corporative, financial and operational improvements so that they become sustainable commercial operators.**

Contractor will provide technical and methodological support to the new service operators in identifying and developing corporative, financial, and operational improvements in order to become sustainable commercial operators through implementation of according to the following tasks:

- Elaboration of the business plan of regional service providers for a period of 3 years and of the action plan for a period of 1 year;
- Establishing indicators for measurable improvements in operational efficiency and service levels, increasing revenue collection rates;
- Modelling tariff calculations for provided services in accordance with the approved tariff policy, special attention will be paid to households with precarious financial situations (social policy).

**Task 5: Develop training materials and conduct training sessions.**

The Contractor will develop training materials and conduct training sessions for the newly created service operators. The activity will be implemented according to the following tasks:

- analyse training needs for the employees of the newly created operator;
- develop the set of training materials;
- organize training sessions (at least 25 hours of trainings per each public service);
- develop study visit concepts for exchange of experience (at least 2 tailor-made specialized international study visits);
- to provide mentoring for LPA representatives during study visits;
- preparation of conclusions and good practices learned from study visits.

The training sessions will cover, but not limited to, the following topics: organizational management, financial and operational management, and other topics relevant to improving the process of organizing the public service.

Proposed study visits are meant to ensure better understanding and implementation of IMC mechanism by the LPAs for the improvement and development of local public services.

All logistics expenses for organizing training sessions and study visits will be covered by the Program.

**Task 6: Development of Final Report on lessons learned and best practices of the process of establishing management and representative structure of IMC, developing cooperation mechanism and to ensure continuous monitoring and evaluation of cooperation.**

The Contractor will summarize all implemented activities and obtained results and will submit a final Activity

Report, describing, as well, the contribution provided in implementing activities, obtained results, lessons learned, good practices and recommendations for the Programme.

#### **E. KEY DELIVERABLES AND INDICATIVE TIMEFRAME**

The Company shall deliver to EU4Moldova: Focal Regions Programme the following Deliverables, in accordance with the schedule set forth in Section below.

<b>Deliverables</b>	<b>Expected Period</b>
<p><b>Deliverable 1: Inception of Activities, organize preparatory activities to launching the assignment.</b></p> <p>The Inception Report will have as annexes:</p> <ul style="list-style-type: none"> <li>• The Working Methodology, approach, planned activities, expected results/deliverables of the contract, as well as the estimated timeframe for submitting the deliverables.</li> <li>• The analysis of results and conclusions of the Opportunity studies for extension of communal public services in Cahul and Ungheni;</li> <li>• The detailed action plan for each 4 public service from Ungheni and Cahul focal regions separately, and coordinated with beneficiaries.</li> </ul> <p><i>Note:</i> The Contractor shall submit the draft of all materials to the Programme for review and approval and subsequently for approval by the inter-municipal councils from the regions.</p>	<p><b>3 weeks after contract signature</b></p>
<p><b>Deliverable 2: Progress Report no. 2</b></p> <p>The Contractor shall submit the Progress Report no 2. including detailed description of activities performed for each task:</p> <ul style="list-style-type: none"> <li>- Organizational Structure and Operating Mechanisms of inter-municipal Council regarding the joint organization and development of the joint communal public services: in Cahul and Ungheni.</li> <li>- Development Program of the joint communal public services.</li> </ul> <p><i>Note:</i> The Contractor shall submit the draft of all materials to the Programme for review and approval and subsequently for approval by the inter-municipal councils from the regions. Also the Contractor will submit for approval the <b>Programs of the joint communal public services</b> by the local councils of the authorities signing the association agreement.</p>	<p><b>2 months after contract signature</b></p>
<p><b>Deliverable 3: Progress Report no. 3</b></p> <p>To the Progress Report 3 will be annexed:</p> <ul style="list-style-type: none"> <li>- Set of documents (statute, regulations, contract for the establishment of the common provider of local public services, model contract for the provision of services (delegation contract), model contract for the provision of services to consumers, job descriptions) for the common service provider based on inter-municipal cooperation.</li> <li>- Report of the actions taken as assistance in preparing the documents for state</li> </ul>	<p><b>1 month after Deliverable 2 submission</b></p>

Deliverables	Expected Period
<p>registration of the new service providers.</p> <p><i>Note:</i> The contractor will submit the draft of all materials to the Program for review and approval and subsequently for approval by the inter-municipal councils in the regions. It will also present the decisions of local councils of authorities to sign the association agreement on institutionalization of inter-municipal service. The decisions on the registration of new operators by the Public Services Agency will be attached to the report.</p>	
<p><b>Deliverable 4: Progress Report no. 4</b></p> <p>To the Progress Report 4 will be annexed:</p> <ul style="list-style-type: none"> <li>- the business plan of regional service;</li> <li>- indicators for measurable improvements in operational efficiency and service levels;</li> <li>- tariff projects.</li> </ul> <p><i>Note:</i> The Contractor shall submit the draft of all materials to the Programme for review and approval and subsequently for approval by the inter-municipal councils from the regions. The copies of IMC Councils' Decisions for approval of Business Plans will be attached to the report.</p>	<p><b>3 months after Deliverable 3 submission</b></p>
<p><b>Deliverable 5: Progress Report no. 5</b></p> <p>The Contractor shall prepare and carry out the training sessions per each target public service, submit the Progress Report on these activities and attaches:</p> <ul style="list-style-type: none"> <li>• Description of contributions provided in the LPA capacity building to increase their competences, skills and knowledge in the area of reference;</li> <li>• Training program and materials (word version and PPPs) necessary to carry out the training sessions tackling the requested topics;</li> <li>• Agendas of trainings sessions and Lists of participants;</li> <li>• Photo, video and audio materials;</li> <li>• Results of the training sessions' evaluation questionnaires.</li> <li>• Study visits concepts and informative materials (word version and PPPs) necessary to carry out 2 exposure visits tackling the requested topics.</li> </ul> <p><i>Note 1.</i> The Contractor shall submit the draft of the training materials and presentations to the Programme for review and approval prior to the events. The final duration of the trainings/informative sessions and study tours, number of participants and other visit-related arrangements will be agreed upon with the Program during the Inception Phase of this assignment</p>	<p><b>4 months after Deliverable 4 submission</b></p>
<p><b>Deliverable 6: Development of Final Report on lessons learned and best practices of the process of establishing management and representative structure of IMC, developing cooperation mechanism and continuous monitoring and evaluation of cooperation.</b></p> <p>The Contractor shall submit the Final Report that will reflect compilation of the information collected, results produced, lessons learnt, best practices and recommendations.</p>	<p><b>2 weeks after submission of Deliverable 5</b></p>

**Note:** *The indicated tentative timeframe has been estimated as being sufficient/feasible for the envisaged volume of work to be completed successfully and is proposed as a guideline for the duration of the assignment. The provision of the envisaged deliverables approved by UNDP shall be the only criteria for Consultant's work being completed and eligible for payment/s.*

**Language for deliverables' submission:** Apart from the progress reports mentioned in the table above, the Contractor shall submit Progress Reports every month (max 1 page length) which will highlight the current status of performed activities and main findings, key issues, and preliminary conclusions. The Inception and Progress Reports, including all deliverables should be submitted in Romanian in electronic versions and endorsed by the EU4Moldova: Focal Regions Programme,. The Final Report (including a summary) should be endorsed in Romanian and English.

All activities under this assignment shall be performed in a gender-sensitive manner, with respect of blue /green, circular economy principles and applying human rights-based approach.

#### **F. INSTITUTIONAL ARRANGEMENTS**

The Contractor will be awarded a contract with UNDP EU4Moldova: Focal Region Programme for the delivery of services applied for and will work in close cooperation with Public Services Improvement Officer and Local Coordinators in Ungheni and Cahul focal regions, under the guidance and supervision of the Project Manager / Local Development and the Programme Manager.

The EU4Moldova: Focal Regions Programme will provide all available documentation required for the successful implementation of the task, facilitate first contacts, access to the site and communication with stakeholders while the **Contractor will be responsible for arranging all necessary transportation arrangements, obtaining all needed permissions and establishing and maintaining good working relationships with all involved parties.** The interpretation (if needed) will be provided by the Programme and, therefore, shall not be included in the consolidated financial offer.

The payment for services will be made in tranches upon submission of deliverables stated in point E. Key deliverables and indicative timeframe above by the Programme Manager that the services were satisfactorily performed. **All the deliverables envisaged in the Contract shall be coordinated and agreed with Cahul and Ungheni Inter-Municipal Councils and further endorsed by the Programme Manager within 14 calendar days since the moment they are submitted.**

#### **G. DURATION OF WORK**

The estimated duration of works is up to maximum **14 (fourteen) months**. The expected time of commencement of contract is December 2021.

UNDP will require maximum of 14 (fourteen) days (depending on the implementation stage) to review the deliverables, provide comments, approve/deny or certify acceptance of deliverables.

#### **H. QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS**

The offers will be evaluated based on their compliance with the general requirements specified bellow. The applicant Company (Leader of Consortium) should:

- Be a legally registered entity;

- Minimum 5 (five) years' of professional experience in the area of setting up and development of public services based on Inter-municipal Cooperation;
- Have in its portfolio at least three projects /technical expertise on establishing public service provision;
- Have at least 5 years of experience on planning and economic analysis of operation of public services;
- Proven ability in conducting at least 3 (three) trainings, knowledge sharing activities and/or coaching in the operational and financial management for public service operators of communal interest;
- Experience in setting-up and development of public services through inter-municipal cooperation in the regions similar to the size of Ungheni and Cahul districts is a strong advantage;
- Work for UNDP/UN Agencies/projects/EU funded projects is a strong advantage (*evidence must be provided in the Technical Proposal*) and others as per Section 4. Evaluation criteria.

The proposal shall include the following minimum key-personnel aimed at setting up the mechanism for institutionalization of public services of communal interest through inter-municipal cooperation:

1. TEAM Leader/Project Manager
2. Local Governance Consultant
3. Strategic planning Consultant
4. Legal/institutional Consultant
5. Business/financial Analyst
6. Public Service Management Consultant

The proposed team of professionals must have the professional skills as described in the Section 3. Management Structure and Key Personnel.

The competencies and skills of the above-listed key-personnel will be evaluated as per Section 4. Technical Evaluation Criteria Form.

The Company/Consortium of companies could consider **other non-key personnel** if it is required for the successful implementation of the present assignment. However, their competencies will not be evaluated.

The Company/Consortium of companies shall take all reasonable measures necessary to ensure that the personnel deployed under this TOR shall respect local customs and conform to the highest standards of moral and ethical conduct. UNDP may at any time request the withdrawal or replacement of any of the Company/Consortium of companies' personnel if these standards are not adhered to. Replacement will be at the Bidder expense.

## Section 6: Returnable Bidding Forms / Checklist

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

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

### Technical Proposal Envelope:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Financial Proposal Envelope:

**(Must be submitted in a separate file/password protected)**

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

## Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP No.: 21/02396		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) 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;
- b) 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;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) 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);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, 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 embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

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

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

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

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

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

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

*[Stamp with official stamp of the Bidder]*

## Form B: Bidder Information Form

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Contact person UNDP may contact for requests for clarification during Proposal evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured. Please, ensure that such document provides detailed description of previously conducted similar consulting services (incl. project, year, other details as may be relevant) as well as detailed description of the technical capabilities (in terms of hardware and software) available for the fulfilment of the proposed tasks</li> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li>▪ 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</li> <li>▪ Official Letter of Appointment as local representative, if</li> </ul>

Bidder is submitting a Bid in behalf of an entity located outside the country

- Financial Statement (Income Statement and Balance Sheet) for the past 3 years (2020, 2019, 2018)
- Statement of Satisfactory Performance from the Top three (3) Clients in terms of Contract Value in the past three (3) 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;
- CVs (shall be signed by the envisaged person), of the Key personnel (mentioned under point H, Section 5: ToR)
- All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded
- **Dully filled in Forms A-G. Forms F and G password protected. Please, ensure that no other documents are disclosing your financial proposal apart from Forms F and G. Your price proposal indicated in e-Tendering system line item must equal with 1 US\$.**

## Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP No.: 21/02396		

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 <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below 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 UNDP 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 D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP No.: 21/02396		

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

### Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for 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)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		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 7 years.

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

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken
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Bidders 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.

## Current contracts/commitments in progress

Complete information about all projects in progress

Name of Client	Project name and location	Contract Value	Project Start Date	Scheduled Completion Date	Completion percentage

## Financial Standing

<b>Annual Turnover for the last 3 years</b>	Year 2020	USD
	Year 2019	USD
	Year 2018	USD
<b>Latest Credit Rating (if any), indicate the source</b>		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 2020	Year 2019	Year 2018
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP No.: 21/02396		

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

### SECTION 1: Bidder'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 bidder'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 Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Describe the expected results of the activities. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder'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. Subcontracting must not exceed 30% of the contract value.**
- 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 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

**SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference**

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

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

- 3.1 Describe the overall management approach toward planning and implementing the project. 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 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

**Format for CV of Proposed Key Personnel**

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/Qualifications</b>	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]'</i>
	[Insert]
<b>Professional certifications</b>	<i>[Provide details of professional certifications relevant to the scope of services]</i>
	<ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/ Experience</b>	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
<b>References</b>	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
	Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

\_\_\_\_\_  
Signature of Personnel (envisaged in the CV)

\_\_\_\_\_  
Date (Day/Month/Year)

## Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP No.: 21/02396		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

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

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

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

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

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

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

*[Stamp with official stamp of the Bidder]*

## Form G: Financial Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP No.: 21/02396		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in a separate file from the Technical Proposal as indicated in the Instruction to Bidders. **Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.**

Your Financial Proposal file (comprising Forms F and G) must be password protected. The password shall not be disclosed unless required in written by UNDP.

**DO NOT DISCLOSE YOUR PRICE IN THE E-TENDERING SYSTEM LINE ITEM. YOU MUST PUT PRICE AS 1\$ AND PROVIDE THE FINANCIAL PROPOSAL AS ENCRYPTED FILE AS EXPLAINED IN INSTRUCTIONS.** The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: US\$

**Table 1: Cost Breakdown per Milestones**

MILESTONE/DELIVERABLE	Percentage of Total Price	Price (Lump Sum, All Inclusive)
Milestone 1 (related to successful completion of Deliverable 1)	10%	
Milestone 2 (related to successful completion of Deliverables 2)	40%	
Milestone 3 (related to successful completion of Deliverable 3 and 4)	30%	
Milestone 4 (related to successful completion of Deliverables 5 and 6)	20%	

*\*Basis for payment tranches*

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

Description of Activity	Unit of measure (day, unit etc.)	Quantity	Unit Price in US\$	Total Price in US\$ per budget line
		A	B	C=A*B
<b>I. Personnel Services</b>				
a) Team Leader/Project Manager	Working days			
b) Local Governance Consultant	Working days			
c) Strategic planning Consultant	Working days			
d) Legal/institutional Consultant	Working days			
e) Business/financial Analyst	Working days			
f) Public Service Management Consultant				
g) Other staff if necessary ( <i>please, list down</i> )	Working days			
<b>Subtotal Personnel Services:</b>				
<b>II. Out of Pocket Expenses</b>				
a) Transportation costs				
International transportation costs				
Local transportation costs to Ungheni and Cahul	Trip			
Subsistence allowance ( <i>if the case</i> )	Day			
Other Costs: ( <i>please specify</i> )				
b) Translation costs ( <i>if any</i> )				
Other Costs: ( <i>please specify</i> )				
<b>Subtotal Out of Pocket Expenses:</b>				
<b>III. Other Related Costs</b>				
Other Costs: ( <i>please specify</i> )				
<b>Subtotal Other Related Costs:</b>				
<b>TOTAL (all-inclusive, VAT 0%)</b>				