



Request for Proposal (RFP)

Ref.no. RFP11/00466

Date: 9 Nov. 2011

Dear Sir/Madam,

**Subject: RFP for a company to undertake a study on demand and supply of child care facilities in urban and rural areas of Moldova (UN Women/UNICEF joint initiative)**

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1. You are requested to submit a proposal for consulting services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors (Annex I)
  - ii. General Conditions of Contract (Annex II)
  - iii. Terms of Reference (TOR) (Annex III)
  - iv. Proposal Submission Form (Annex IV)
  - v. Price Schedule/Financial Proposal (Annex V)
3. Your offer comprising of (1) technical proposal and (2) price schedule/financial proposal, in separate sealed envelopes, marked with "RFP: Study on demand and supply of child care facilities in urban and rural areas of Moldova /Joint UN Women –UNICEF initiative" should reach the UN Women Moldova office no later than 5 December 2011, 12.30 (Chisinau time) at:

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

Contact person for clarifications: Natia Cherkezishvili, Programme Manager ([natia.cherkezishvili@unwomen.org](mailto:natia.cherkezishvili@unwomen.org))

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

Yours sincerely,

Damira Sartbaeva  
Regional Programme Director  
UN Women Sub-Regional Office  
for Eastern Europe and Central Asia

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

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified entities to undertake a study on the demand and supply of child care facilities in Moldova, including from the angle of Early Childhood Development importance for child survival and development and women's employability and job retention according to the ToR (Annex III) herewith. The Contract will be awarded to the Company with the best proposal, i.e. the proposal that will have the highest score according to the evaluation criteria stipulated under p.22 of Instructions to Offerors.

**2. Cost of proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UN Women will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

**B. Solicitation Documents****3. Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

**4. Clarification of solicitation documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UN Women entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UN Women entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

**5. Amendments of solicitation documents**

At any time prior to the deadline for submission of Proposals, the procuring UN Women entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UN Women entity may, at its discretion, extend the deadline for the submission of Proposals.

**C. Preparation of Proposals****6. Language of the proposal**

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UN Women entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

**7. Documents comprising the proposal**

The Proposal shall comprise the following components:

- (a) Proposal submission form (Annex IV);

- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 9 and 10 (Annex V);

**8. Operational and technical documentation**

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

- Company profile containing the description of relevant experience in the field (experience, human resources, technical and managerial capacity in the related field);
- Copy of registration certificate;
- Work-plan and methodology (detailed description of methodology and activities, schedule, agenda);
- CVs of involved consultants, including the role and tasks of each of them;
- Detailed budget (**presented in a separate envelope**);
- Other relevant documents.

**9. Proposal form**

The Offeror shall structure the operational and technical part of its Proposal as follows:

**(a) Management plan**

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UN Women entity.

**(b) Resource plan**

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

**(c) Proposed methodology**

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

**10. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule/Financial Proposal, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

**11. Proposal currencies**

All prices shall be quoted in MDL and shall be VAT exclusive. For comparison purposes, all other currencies shall be converted into Moldovan Lei using the UN Operational Rate of Exchange on the day of the competition deadline.

**12. Period of validity of proposals**

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

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

**13. Format and signing of proposals**

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

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

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

**14. Payment**

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

**D. Submission of Proposals**

**15. Sealing and marking of proposals**

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

(a) The outer envelope shall be:

- addressed to –

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

and,

- marked with –

**"RFP: Study on demand and supply of child care facilities in urban and rural areas of Moldova/Joint UN Women –UNICEF initiative"**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Operational and technical documentation*) and in Clause 9 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

**Note: if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UN Women entity will not assume responsibility for the Proposal's misplacement or premature opening.**

**16. Deadline for submission of proposals**

Proposals must be received by the procuring UN Women entity at the address specified under clause *Sealing and marking of Proposals* no later than **5 December 2011, 12:30 pm**, Chisinau time.

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

**17. Late Proposals**

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

**18. Modification and withdrawal of Proposals**

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

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

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

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

**E. Opening and Evaluation of Proposals**

**19. Opening of proposals**

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

**20. Clarification of proposals**

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

**21. Preliminary examination**

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

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

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

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

**22. Evaluation and comparison of proposals**

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

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

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

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

where

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

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

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

### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company				
				A	B	C	D	E
1.	Offerors's Expertise and Capacity	30%	210					
2.	Proposed Concept, Work Plan and Approach	40%	280					
3.	Personnel	30%	210					
<b>Total</b>			<b>700</b>					

Evaluation forms for the technical proposals follow. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1			Points Obtainable	
<b>1.</b>	<b>Offeror's Expertise and Capacity, including:</b>			
1.1	Reputation of Organisation and Staff (Competence/Reliability)		40	
1.2	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm/organisation, strength of project management support e.g. project financing capacity and project management controls)		30	
1.3	Quality insurance procedures		20	
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills)		10	
1.5	Relevance of:		50	
		- Specialized Knowledge		20
		- Experience in similar Projects		20
1.6	- Experience with donor/international and/or national governmental organisations		10	
	Proven cumulative experience in conducting research and analysis in the social and economic fields, especially in the area of education, gender and employment (list of work, including those similar under this ToR, undertaken)		60	
		- less than 3 years		35
	- between 3 and 5 years	45		
		- more than 5 years	60	
<b>Total Part 1</b>			<b>210</b>	

Technical Proposal Evaluation Form 2			Points Obtainable
<b>Proposed Work Plan and Methodology</b>			
2.1	The task is well understood, properly addressed and correspond to the ToR		35
2.2	Aspects of the task are addressed in sufficient details		50

2.3	Different components of the project are adequately weighted relative to one another	45
2.4	Proposal is based on an assessment of the existent situation and data are properly used in the development of the proposal	50
2.5	Efficient approach and realistic work plan corresponding to the needs/specifics stipulated in the TOR (sequence of activities is realistic and will ensure effective implementation of the work plan, plan is falling in indicated under the ToR time frames)	100
Total Part 2		<b>280</b>

Technical Proposal Evaluation Form 3			Points Obtainable	
<b>Personnel</b>				
3.1.	<b>Task Manager/Team leader</b>	Sub-score	<b>130</b>	
	Education and general qualification	20		
	<b>Prior experience of team/group leader/manager in undertaking similar exercise (Suitability for the Project)</b>			30
	- less than 3 years	10		
	- 3-5 years	20		
	- more than 5 years	30		
	<b>Professional experience in the area of specialization (experience in undertaking research and analysis in the social and economic fields with focus on education and employment, gender issues, analysis of data and elaboration of analytical report)</b>			50
	- less than 3 years	25		
	- 3-5 years	35		
	- more than 5 years	50		
	Experience with UN or other donor organizations			10
	Knowledge of the region			10
	Language qualifications: Fluency in Romanian, good knowledge of English Knowledge of Russian is an asset			10
Sub-Score		<b>130</b>		
3.2	<b>Team members/experts</b>	Sub-score	<b>80</b>	
	Education and general qualification	20		
	Professional experience in the area of specialization			40
	o less than 3 years	30		
	o 3-5 years	35		
	o more than 5 years	40		
	Experience with UN or other donor agencies			5
	Knowledge of the region			10
	Language qualifications: Fluency in Romanian, good knowledge of English Knowledge of Russian is an asset			5
	Sub-score			<b>80</b>
Total Part 3			<b>210</b>	

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

#### F. Award of Contract

##### 23. Award criteria, award of contract

The procuring UN Women entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby

incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UN Women entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

**24. Purchaser's right to vary requirements at time of award**

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

**25. Signing of the contract**

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

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

## General Conditions of Contract

### 1. LEGAL STATUS

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

### 2. SOURCE OF INSTRUCTIONS

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

### 3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

### 4. ASSIGNMENT

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

### 5. SUB-CONTRACTING

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

### 6. OFFICIALS NOT TO BENEFIT

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

### 7. INDEMNIFICATION

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

### 8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - (i) Name UN Women as additional insured;
  - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UN Women;
  - (iii) Provide that UN Women shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UN Women with satisfactory evidence of the insurance required under this Article.

### 9. ENCUMBRANCES/LIENS

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

## **10. TITLE TO EQUIPMENT**

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

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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

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

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

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

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UN Women, shall be treated as confidential and shall be delivered only to UN Women authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UN Women, any information known to it by reason of its association with UN Women which has not been made public except with the authorization of UN Women; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

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

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UN Women, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UN Women of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UN Women shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UN Women shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## **15. TERMINATION**

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

## **16. SETTLEMENT OF DISPUTES**

### **16.1. Amicable Settlement**

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

### **16.2. Arbitration**

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

## **17. PRIVILEGES AND IMMUNITIES**

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

## **18. TAX EXEMPTION**

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

## **19 CHILD LABOUR**

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UN Women to terminate this Contract immediately upon notice to the Contractor, at no cost to UN Women.

## **20 MINES**

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UN Women to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UN Women.

## **21 OBSERVANCE OF THE LAW**

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

## **22 AUTHORITY TO MODIFY**

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

**Terms of Reference**  
**for an organization to undertake a Study on demand and supply of child care facilities in urban and rural areas of Moldova from the angle of ECD importance for child survival and development of women's employability**

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### Background

The importance of child care education and availability of corresponding facilities is recognized internationally and from the women's human rights perspective represents an essential element for employability of women and reconciliation of family and work responsibilities. On the other hand, access to universally available, high-quality and inclusive early childhood services and facilities will help children to unlock their potential and will lay the foundation for future learning skills and therefore their future success on the labour market.

Childcare in Moldova was traditionally viewed as the responsibility of women being the main caregivers in the family, while men were always viewed as breadwinners. This led to voluntary and forced labour disruptions for women, associated with paid leave for child care for 3 years followed by unpaid leave for child care of 3-6 years old. Official data reveals persisting differences in wages of women and men, including inadequate system of calculation of minimum salary, pensions and social benefits of women. In 2009, the average salary of women represented only 76.4 per cent of the average salary of men.<sup>1</sup>

Women tend to leave the labour market for a longer period of time (3-6 years) due to child birth **and underdeveloped system of pre-school institutions**. Women from rural areas have limited opportunities for employment due to the lack of child care institutions: if in urban areas almost 85% of children are enrolled in pre-school institutions, in rural areas - only 54%<sup>2</sup>. Therefore, the availability of child care institutions can have a significant impact on the ability of women to obtain and retain employment.

The recent study on Women's Needs Assessment carried out by UN Women in four rayons of Moldova<sup>3</sup> revealed that lack of vacancies in preschool institutions or lack of these in some localities does not allow some women to get employed because they need to take care of their children. In all focus group discussions women who said that they would like to work but cannot do this because they do not have persons with whom their children would stay. According to the same study presence of children in the household is one of the main factors affecting women's employment in rural area and that family responsibilities are the basic reason for 18% of the unemployed women, while for those with children, 30% are unemployed because of family responsibilities.

This data clearly indicates that the availability and quality of childcare services can help reduce the impact of family responsibilities on women's employment rate. There is need for a comprehensive study that would help establish the real demand in services driven by the employability needs of women with preschool children and correlate it with the existing opportunities of accessing ECD services.

Although in the last several years Moldovan authorities have made considerable efforts aimed at improving the access of children to early education and development, the demand for kindergartens and crèches has grown even faster, and the number of children per available place has increased. Thus, according to the statistics, there were 1,380 kindergartens operating in the country in 2010/2011 (245 more pre-school institutions than in 2000), serving 130,041 children. The gross rate of enrolment in pre-school education has risen from 66.1 percent in 2004 to 77.1 percent in 2010. About 31,540 children were enrolled in the school preparatory groups. However, there are still about 200 localities with no preschool services, and the gap between gross enrolment rates in urban areas (91.9 per cent) and rural areas (66.1 per cent) is significant. Pre-primary institutions network still misses the most vulnerable children - about 23 % of the children aged 3 to 6 were not enrolled in pre-primary institutions so far, and the most of these children were living in rural and remotes areas which are without pre-school institutions. The largest number of children living in communities with no kindergarten is being attested in Causeni (1350), Ungheni (1263), Floresti (773) and Nisporeni (739). One case study shows that in the Village Trestieni where there are 120 children and no kindergarten, only 5

<sup>1</sup> National Bureau of Statistics, Gender statistics, official website [www.statistica.md](http://www.statistica.md)

<sup>2</sup> National Bureau of Statistics, Women and Men in the Republic of Moldova, Chisinau 2008

<sup>3</sup> The study was done in 2011 by Business Consulting Institute and was based on both quantitative and qualitative data analysis. For the study 400 women were interviewed in four rayons of Moldova: Singerei, Telenești, Cantemir and Nisporeni.

out of all women-mothers are being permanently employed. At the same time, statistical data are revealing that the number of children born by single mothers remain to be as high as 23%.

Starting from the importance of the early care and education of children for their further development, it's worth mentioning the necessity of improving parenting skills, especially in most disadvantaged families and rural areas. These are skills relating to child feeding, hygiene, timely recognition of danger signs and correct management of sickness, and cognitive and intellectual stimulation of children. As a recent study (National Survey on Early Childhood Care and Development: family Knowledge, Attitudes and Practices, UNICEF, 2010) demonstrates, the opportunities for early care, literacy and language development are often reduced in poor Moldovan households. Thus, less than a third, 27.8 percent of children eat meat or fish every day (44 percent in urban areas versus 17.4 percent in rural areas). Only a half of children under 7 years receive dairy products every day (62.4 percent urban versus 41.9 percent rural). The levels of awareness about the danger signs, such as fever or difficulty breathing, are still moderate: a half 48.8 percent could name one to two signs and only 9 percent know 5 to 7 danger signs. Only 28.8 percent of parents read to their children every day and the practice of every day reading depends also upon location (37.6 percent in urban versus 23.2 percent in rural areas), as well as upon the education and the socio-economic level of parents. Preschool education providing increased learning opportunities can have a strong equity contribution by helping particularly the poorest to have the opportunities for early literacy and language development they are missing at home and helping them to be ready for school and learning.

Research proves that **the skills developed in early childhood form the basis for future learning and labour market success**. ECD enhances a child's ability to learn, work with others, be patient, and develop other skills that are the foundation for formal learning and social interaction in the school years and beyond. Failure to develop these foundational skills can lead to long-term, often irreversible effects on educational attainment, health, fertility, and productive earnings, which later result in significant costs for both parents and governments. As they get older, children living in poverty are likely to experience poor school performance, including high rates of repetition and dropout, as well as high fertility and morbidity rates, which contribute to costly inefficiencies in the education and health sectors. They are also more likely to have low productivity and income, to provide poor care for their children, and to contribute to the intergenerational transmission of poverty (Grantham-McGregor, 2007), and they are less likely to contribute to the growth of their country's economy.

Developmental delays before age 6 are difficult to compensate for later in life because early childhood is a particularly sensitive period for brain formation. Indeed, neurological studies have shown that synapses (that is, connections or pathways between neurons in the nervous system) develop rapidly during this period, forming the basis of cognitive and emotional functioning for the rest of the child's life (Young and Mustard 2007). Both, proper nutrition, especially from conception to age 2, and stimulation in the first 5 years of life play a critical role in the process of brain formation and development.

Another economic advantage of ECD intervention is that it enhances both efficiency and equity and offers a cost-efficient way to produce a well-trained and capable workforce, and leads to better outcomes for those at greatest disadvantage (Heckman and Masterov 2007). In addition to the direct impact of ECD interventions on young children, positive externalities can occur in the areas of girls' education and women's labour force participation. Indeed, evidence suggests that affordable child care for young children can increase the school enrolment rates of older female siblings to a greater extent than even an increase in maternal wages.

Given the above mentioned, UN Women and UNICEF have planned to undertake a study on demand and supply of child care facilities in Moldova including from the angle of Early Childhood Development importance for child survival and development and women's employability and job retention. The results of the study will be used to provide policy recommendations to relevant Ministries, especially to the Ministry of Education in the course of education sector reform.

### **Scope of Work and Objectives**

Under the direct supervision of UN Women WEE Program Manager and in close coordination with the ECD Program Officer of UNICEF, the selected company is expected to analyse the impact of availability and accessibility (and other factors) of child care facilities (early childhood development and pre-school education) on the employment of women in rural and urban settings of Moldova. This study will be closely coordinated with the Ministry of Labour, Social Protection and Family, Ministry of Education, Ministry of Health and other relevant institutions.

More specifically, the company is expected to fulfil the followings:

- Objective 1:** Analyse demand and supply of child care facilities (early childhood development (0-3 y.o.) and pre-school education (3-6/7 y.o.) under public, private and other forms, including community establishments for children 0-3 and 3-6/7 in urban and rural areas from the angle of ECD importance for child survival and development in women's employability;
- Objective 2:** Identify legal and normative barriers for establishment and functioning of various types/forms of child care facilities in rural and urban areas of Moldova by reviewing current legal and normative acts that regulate child care in the Republic of Moldova;
- Objective 3:** Develop a map of women's employment status in relation to availability of child care facilities in rural areas.
- Objective 4:** Propose 2-3 models of ECD services, along with costing, in rural areas of Moldova for children under 3.

For successful implementation of this assignment it is expected that the selected company *shall work closely with an International Consultant* identified and selected jointly by UN Women and UNICEF. The functions of International Consultant will include but won't be limited to:

- Provide guidance and advice to the company during the entire process of elaboration of the study;
- In cooperation with the national company, develop the methodology for the study;
- Provide models of best international/regional practices of ECD services for children under 3, help adjust them to the national context, if appropriate and cost them;
- Provide inputs to the first and last Drafts of the Study Report;
- Provide recommendations for finalization of the study.

*Note: The Offeror is encouraged to recommend a potential candidate to be hired as International Consultant to work under this assignment and submit the Curriculum Vitae of potential candidate along with the proposal.*

The specific description of the objectives and actions to be completed:

Under the Objective 1: The study is expected to provide a current situation of the supply and demand for child care facilities (early childhood development and pre-school education). Special attention is to be made to the demand and supply of the mentioned facilities among disadvantaged groups of population, including disabled, poor families, ethnic, religious and other minorities, with special focus on Roma population. Communities and localities, which are physically severely excluded from the mainstream development areas in rural areas should be specifically targeted by the study.

For measuring the Demand side, the following indicators to be taken into account, but not limited to:

- Share of children in various types of ECD and PSE facilities (by sex, age, vulnerability group, number of children in the family) in urban and rural settings;
- Number and share of children living in communities over time, by rayons, sex, vulnerable groups, urban and rural (this can be also related to changes in the overall population over time);
- Number and share of children/families that need alternative child care facilities in their communities/need for particular kind/s of care;
- Employment status of female heads of households with one or more children in relation to the employment status of male heads of households with the same number of children;
- Affordability of ECD and PSE services (given that group 0-3 is not covered by state budget) by various types of institutions;
- Criteria that are important when parents are selecting ECD and PSE facilities vis-à-vis current services that are available in the country;
- Share and Number of families currently receiving subsidies for child care (disaggregated) Etc.

Supply part of the study should take into account the following, but not limited to:

- Number, type and capacity of ECD and PSE facilities in urban and rural areas;
- Type of care currently used by parents;
- Types of services provided by these facilities (long/full day, short programs);

- Quality of services vis-a-vis parents' expectations.

Under the Objective 2: the company is expected to undertake a review of the existing legislation and regulations for child care facilities in Moldova, and identify, based in the gaps between the demand and supply, legal and normative constraints for initiating alternative types of child care, especially where the state is not covering certain groups of children, such as 0-3.

Under the Objective 3: the study is expected to identify and measure the effect of women exclusion from the labour market due to unavailability of child care in their communities. The study will have to measure and quantify the effect of the lack of child care facilities on women's employment and/or self-employment, and identify where this barriers are having the strongest effect.

Under the Objective 4: the Contractor is expected to study the best international/national practices of ECD services for children under 3, identify 2-3 models, cost them and recommend for piloting.

### Deliverables and Timeframe

It is expected that the company shall begin work in January 2012, with the main elements of the study to be developed by end June 2012 and finalized by November 2012. The company will liaise at all times with UN Women WEE Programme Management, and UNICEF ECD Program Officer who will provide advice, guidance and information as appropriate.

The study will use various data collection instruments, such as structures and semi-structured questionnaires, face-to-face interviews and focus groups mainly for the qualitative data alongside with direct observations.

The company is responsible for delivering of the following outputs, comprising of the main milestones:

No	Deliverable	Tentative timeframe
1.	Methodology for conducting the Study, including scope and focus areas, assessment methods, questionnaires, etc.	within 2 weeks upon signature of the contract
2.	Conduct a series of meetings with key players at the national and local levels, including data collection through interviews	During the first six weeks of the assignment
3.	Data collection process	February 2012 – April 2012
4.	Based on the data collection and field work, provide <b>First Draft of the Study</b>	By end June 2012
5.	Consultations with relevant authorities and stakeholders regarding the preliminary findings/draft report	July - September 2012
6.	Based on the consultations with relevant authorities (Ministry of Education, Ministry of Labour, Social Protection and Family, Ministry of Finance, etc.) provide the <b>Final Study Report</b> containing: (1) Analysis of demand and supply of early childhood development (0-3 y.o.) and pre-school education (3-6/7 y.o.) facilities under public, private and other forms, including community establishments for children 0-3 and 3-6/7 in urban and rural areas in the context of women's employability; (2) Identification and analysis of legal and normative barriers for establishment and functioning of various types/forms of child care facilities in rural and urban areas of Moldova; (3) a map of exclusion of women from employment opportunities due to lack of child care facilities (4) proposed models for ECD for the age 0-3 with the basic costing of the models.	By end of November 2012

All the deliverables should be agreed with UN Women and UNICEF Teams and the reports provided in Romanian and English, both electronic and hard copies.

### Duration of the assignment

The current assignment is for a 12 months period.

### Inputs/Resources on behalf of UN Women and UNICEF

UN Women and UNICEF will provide the contractor with the necessary information and materials for the fulfillment of tasks and other relevant information upon request.

### Requirements to Companies/Organizations:

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

- Officially registered legal entity or mixed organization (consortium);
- At least 7 years of proven experience of research and analysis in the social and economic fields;
- Results orientation and commitment to producing high-quality products;
- Experience in working with different stakeholders at local and central level, especially in the area of education and employment;
- Knowledge of pre-school education system and in Moldova and knowledge of rural sector;
- Experience in costing ECD models for children under 3 or other similar models is an advantage;
- Previous similar work experience working for international organizations and/or governmental programmes concerning related field is an advantage
- Adherence to/observation of the standard and principles of the UN.
- **Qualified expert (team leader) with:**
  - Advanced degree in economics, social sciences, public administration, finance, or similar field, or equivalent working experience in the sector;
  - At least 5 year experience in preparing analytical reports, analysis of complex processes and issues to service the information needs of diverse audiences;
  - At least 5 years of professional experience in undertaking research and analysis in the social and economic fields with focus on education and employment, gender issues;
  - Excellent analytical skills, ability to synthesize and clearly present complex processes and issues related to Early Childhood Development and Women's Employability
  - Excellent communication and interpersonal skills required for collaboration with various categories of population (women, men, disabled, etc);
  - Ability to translate strategic thinking and innovative ideas into practical operational recommendations;
  - Fluency in Romanian, English and good knowledge of Russian;
  - Ability to work under tight deadlines.
- **Qualified experts (team member) with:**
  - University degree in economics, social sciences, or similar field, or equivalent working experience in the sector;
  - Sound knowledge of the issues related to early childhood development and women's employability;
  - Excellent writing skills, ability to write in a structured, lucid and concise manner, without losing the depth of the substance;
  - Knowledge of Romanian and English; Knowledge of Russian is an asset;
  - Excellent computer skills and command of relevant software (MS Word, Excel, Power Point)

### Proposals submission modality:

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

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

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



### PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UN Women is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UN Women reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible).

<b>Price Schedule*:</b>					
<b>Ref. RFP: Study on demand and supply of child care facilities in urban and rural areas of Moldova /Joint UN Women – UNICEF initiative</b>					
<b>Description of Activity/Item</b>		<b>No of persons /units</b>	<b>No of days/month /units</b>	<b>Rate per day/month/ unit</b>	<b>Estimated Amount</b>
<b>1.</b>	<b>Remuneration</b>				
1.1	Services in Home office				
1.2	Services in Field				
1.3	Others (please specify)				
	Sub-total				
<b>2.</b>	<b>Out of Pocket Expenses</b>				
2.1	Travel				
2.2	Communications				
2.3	Reproduction and Reports				
2.4	Equipment and other items				
2.5	Others (please specify)				
	Sub-total				
<b>3.</b>	<b>Management cost</b>				
3.1	Specify				
	Sub-total				

\*Additional budget details explaining the calculations are welcomed.