**United Nations Development Programme**



|  |
| --- |
|  |

**Request for Proposal RFP 45/2010**

**­**

**Procurement of Services**

The United Nations Development Programme (UNDP) invites companies to submit documents for procurement of the following services:

**Engagement of Non-Governmental Organization/Consultancy Company to “Develop and implement enhanced multi-level psychosocial training programme”**

under the UN Joint Programme “Strengthening National Capacities to prevent Domestic Violence” funded by the Embassy of the Kingdom of the Netherlands and UN Trust Fund.

The supply and delivery of the above mentioned services shall take place starting 15 September 2010.

**Submission of documents**

1. The bidder shall seal the Bid in one **outer envelope** addressed as detailed below:

**United Nations Development Programme / UNDP, str. 8-ma Udarna Brigada 2, Skopje /**

**Ref.: RFP 45/2010 Procurement of services for development of psychosocial training programme**

**– “Strengthening National Capacities to prevent Domestic Violence”**

With remark **“DO NOT OPEN before 17 a.m. on 06 September 2010”.**

1. UNDP reserves the right to modify any part of this invitation, including the deadline for submission of offer, either at its own initiative or as a result of requests for clarification or otherwise from one or several firms.
2. The RFP 45 / 2010 with the detailed Terms of References (TORs) and evaluation criteria are available at: [www.undp.org.mk](http://www.undp.org.mk) (Announcements/Tenders or Procurement notices).
3. Any requests for clarification about the contents of this application shall be addressed in writing only to: [procurement.mk@undp.org](mailto:procurement.mk@undp.org) or by fax: 02 3249 505. No phone calls will be accepted.
4. Deadline: The offer must be received by UNDP at the above address not later than **06 September, 2010 at 17.00 h**. Late applications will be rejected.
5. Selection method: Lowest of the responsive offers.

Kancelarijata na UNDP objavuva oglas za **Anga`irawe na NVO/Konsultantska ku}a za razvoj i sproveduvawe na "Napredna psihosocijalna trening programa"**.

**Request for Proposal (RFP45/2010)**

Date: 17/08/2010

***Non –Governmental Organization/ Consultancy Agency***

1. You are requested to submit a proposal in MKD, VAT exempted for **Development and implementation of enhanced multi-level psychosocial training programme**, as per attached Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
3. Instructions to Offerors …………… . (Annex I)
4. Terms of Reference (TOR)………… .(Annex II)
5. Proposal Submission Form …………..(Annex III)
6. General Conditions of Contract……. .(Annex V)
7. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **6 September 2010 by 17:00**

UNDP

RFP 45/2010 **for psychosocial training programme**

Str. 8ma Udarna Brigada 2, Skopje

1. 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.
2. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal at the following e-mail address: **procurement.mk@undp.org**

###### Annex I

###### Instructions to Offerors

# Introduction

1. General

## Purpose of RFP

1. Cost of proposal

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

# Solicitation Documents

1. 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.

1. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation’s mailing address procurement.mk@undp.org. 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 and will be posted on UNDP web site [www.undp.org.mk](http://www.undp.org.mk) (Q&A ref.RFP 42/2010)

1. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP 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.

Any amendment will be posted at UNDP web site

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

# Preparation of Proposals

1. 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 UNDP entity shall be written in the English language.

1. Documents comprising the proposal

The Proposal shall comprise the following components:

1. Proposal submission form;
2. Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
3. Price proposal shall be structures around deliverables and each deliverable shall have detailed budget break down
4. Export License

n/a

The bidder/vendor shall include in their proposal:

* A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;
* Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful.

1. Proposal form

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

-company profile/experience

-methodology and work plan

-experts proposed

1. Proposal prices

The price proposal shall be presented per deliverables and each deliverable shall have detailed budget break down

1. Proposal currencies

All prices shall be quoted in MKD, VAT exempted.

1. Period of validity of proposals

Proposals shall remain valid for hundred twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP 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.

1. Format and signing of proposals

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.

1. Payment

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

### Submission of Proposals

1. Sealing and marking of proposals

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

1. The outer envelope shall be:

* addressed to –

UNDP

Ref. RFP 45 for **psychosocial training programme**

Str. 8ma Udarna brigada 2

1000 Skopje

1. Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above. 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 thisclause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

1. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **06 September 2010 by 17:00**.

The procuring UNDP 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 UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

1. Late Proposals

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

# Modification and withdrawal of Proposals

The Offeror may withdraw itsProposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP 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.

# Opening and Evaluation of Proposals

1. Opening of proposals

The procuring entity will open the Proposals in the presence of an Evaluation Committee formed by the Head of the procuring UNDP entity.

1. 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.

1. 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.

1. Evaluation and comparison of proposals-cumulative method

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% or 490 points 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).

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 (expertise of the firm in similar projects, methodology and approach and qualifications of the staff with relevant experience) and the price has allocated 300 points.

The offer with the lowest price will receive the total 300 points. Other offers with higher prices will receive their respective scores according the following formula:

Lowest Bid

300 ×

Proposed Bid

The company will be awarded a contract with the highest aggregate score based on technical and financial proposal.

#### Technical Evaluation Criteria

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Summary of Technical Proposal Evaluation Forms | | Score Weight | Points Obtainable | Company / Other Entity | | | | |
| A | B | C | D | E |
| 1. | Expertise of Firm / Organisation submitting Proposal | 20% | 140 |  |  |  |  |  |
| 2. | Proposed methodology and Approach | 35% | 250 |  |  |  |  |  |
| 3. | Personnel | 45% | 310 |  |  |  |  |  |
|  | **Total** | | **700** |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Technical Proposal Evaluation  Form 1 | | Points obtainable | Company / Other Entity | | | | |
| A | B | C | D | E |
| Entity profile and list of required reference projects as specified in the ToR | | | | | | | |
|  | | | | | | | |
| 1.1 | Be directly responsible for the preparation and management of the action independently or with their partners, not acting as an intermediary (provided list of at least 3 past projects directly managed by the entity); | 40 |  |  |  |  |  |
| 1.2 | Proven experience and expertise in the previous projects related to DV/Social inclusion area with particular focus on the gender – based violence in the country (provided list of at least three projects in this area); | 50 |  |  |  |  |  |
| 1.3 | Professional background in development and conducting of training programmes for local and/or national stakeholders (provided list of at least 3 training programmes developed and conducted by the entity); | 50 |  |  |  |  |  |
|  | | **140** |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Technical Proposal Evaluation  Form 2 | | Points Obtainable | Company / Other Entity | | | | |
| A | B | C | D | E |
| Proposed Work Plan and Approach | | | | | | | |
|  | | | | | | | |
| 2.1 | To what degree does the Offeror understand the task? | 30 |  |  |  |  |  |
| 2.2 | Have the important aspects of the task been addressed in sufficient detail? | 30 |  |  |  |  |  |
| 2.3 | Are the different components of the project adequately weighted relative to one another? | 20 |  |  |  |  |  |
| 2.4 | Is the conceptual framework adopted appropriate for the task? | 40 |  |  |  |  |  |
| 2.5 | Is the scope of task well defined and does it correspond to the TOR? | 100 |  |  |  |  |  |
| 2.6 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 30 |  |  |  |  |  |
|  |  | **250** |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Technical Proposal Evaluation  Form 3 | | | | Points Obtainable | Company / Other Entity | | | | |
| A | B | C | D | E |
| Personnel | | | | | | | | | |
| 3.1 | **Team Leader** | |  | 100 |  |  |  |  |  |
|  |  | | Sub-Score |  |  |  |  |  |  |
|  | General Qualification | | 85 |  |  |  |  |  |  |
|  | University degree | 10 |  |  |  |  |  |  |  |
| MA Degree | **15** |  |  |  |  |  |  |  |
| Training Experience - provide list of at least 2 trainings in psychosocial therapy | 15 |  |  |  |  |  |  |  |
| Training Experience - provide list of more than 2 trainings in psychosocial therapy | **20** |
| Professional Experience in the area of specialization – at least 5 years of experience in provision of psychosocial therapy (systematic family therapy, gestalt therapy etc); | 20 |  |  |  |  |  |  |  |
| Professional Experience in the area of specialization – more than 5 years of experience in provision of psychosocial therapy (systematic family therapy, gestalt therapy etc); | **25** |
| Experience in cooperation with national institutions (list of at least 2 national institutions with whom the consultant has previous cooperation); | 20 |  |  |  |  |  |  |  |
| Experience in cooperation with national institutions (list of at more than 2 national institutions with whom the consultant has previous cooperation); | **25** |
| - Language Qualifications | | **15** |  |  |  |  |  |  |
|  | | **100** |  |  |  |  |  |  |
|  | | | | | | |
| 3.2 | **Team member 1** | |  | 70 |  |  |  |  |  |
|  | | | Sub-Score |  |  |  |  |  |  |
|  | General Qualification | | 60 |  |  |  |  |  |  |
|  | University degree | 7 |  |  |  |  |  |  |  |
| MA Degree | **10** |  |  |  |  |  |  |  |
| Training Experience - provide list of at least 2 trainings in psychosocial therapy | 10 |  |  |  |  |  |  |  |
| Training Experience - provide list of more than 2 trainings in psychosocial therapy | **15** |  |  |  |  |  |  |  |
| Professional Experience in the area of specialization – at least 3 years of experience in provision of psychosocial therapy (systematic family therapy, gestalt therapy etc); | 15 |  |  |  |  |  |  |  |
| Professional Experience in the area of specialization – more than 3 years of experience in provision of psychosocial therapy (systematic family therapy, gestalt therapy etc); | **20** |
| Experience in cooperation with national institutions (list of at least 2 national institutions with whom the consultant has previous cooperation); | 10 |
| Experience in cooperation with national institutions (list of at more than 2 national institutions with whom the consultant has previous cooperation); | **15** |
| - Language Qualifications (Eng/Mkd) | 7 | **10** |  |  |  |  |  |  |
| - Language Qualifications (Eng/Mkd and Albanian) | **10** |
|  |  | **70** |  |  |  |  |  |  |
|  | | | | | | |
| 3.3 | **Team member 2** | |  | 70 |  |  |  |  |  |
|  | | | Sub-Score |  |  |  |  |  |  |
|  | General Qualification | | 60 |  |  |  |  |  |  |
|  | University degree | 7 |  |  |  |  |  |  |  |
| MA Degree | **10** |  |  |  |  |  |  |  |
| Training Experience - provide list of at least 2 trainings in psychosocial therapy | 10 |  |  |  |  |  |  |  |
| Training Experience - provide list of more than 2 trainings in psychosocial therapy | **15** |  |  |  |  |  |  |  |
| Professional Experience in the area of specialization – at least 3 years of experience in provision of psychosocial therapy (systematic family therapy, gestalt therapy etc); | 15 |  |  |  |  |  |  |  |
| Professional Experience in the area of specialization – more than 3 years of experience in provision of psychosocial therapy (systematic family therapy, gestalt therapy etc); | **20** |
| Experience in cooperation with national institutions (list of at least 2 national institutions with whom the consultant has previous cooperation); | 10 |
| Experience in cooperation with national institutions (list of at more than 2 national institutions with whom the consultant has previous cooperation); | **15** |
| - Language Qualifications (Eng/Mkd) | 7 | **10** |  |  |  |  |  |  |
| - Language Qualifications (Eng/Mkd and Albanian) | **10** |
|  |  | **70** |  |  |  |  |  |  |
|  | | | | | | |
| 3.4 | **Team member 3** | |  | 70 |  |  |  |  |  |
|  | | | Sub-Score |  |  |  |  |  |  |
|  | General Qualification | | 60 |  |  |  |  |  |  |
|  | University degree | 7 |  |  |  |  |  |  |  |
| MA Degree | **10** |  |  |  |  |  |  |  |
| Training Experience - provide list of at least 2 trainings in psychosocial therapy | 10 |  |  |  |  |  |  |  |
| Training Experience - provide list of more than 2 trainings in psychosocial therapy | **15** |  |  |  |  |  |  |  |
| Professional Experience in the area of specialization – at least 3 years of experience in provision of psychosocial therapy (systematic family therapy, gestalt therapy etc); | 15 |  |  |  |  |  |  |  |
| Professional Experience in the area of specialization – more than 3 years of experience in provision of psychosocial therapy (systematic family therapy, gestalt therapy etc); | **20** |
| Experience in cooperation with national institutions (list of at least 2 national institutions with whom the consultant has previous cooperation); | 10 |
| Experience in cooperation with national institutions (list of at more than 2 national institutions with whom the consultant has previous cooperation); | **15** |
| - Language Qualifications (Eng/Mkd) | 7 | **10** |  |  |  |  |  |  |
| - Language Qualifications (Eng/Mkd and Albanian) | **10** |
|  |  | **70** |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Total Part 3 |  | **310** |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Overall Total | **700** |  |  |  |  |  |  |

### Award of Contract

1. Award criteria, award of contract

The procuring UNDP 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 UNDP 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.

1. 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.

1. 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.

1. Performance security

n/a

**26.** Vendor protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

|  |
| --- |
| **Annex II** |

**Terms of reference (TOR)**

***Non – Governmental Organization/ Consultancy Agency***

**“Development and implementation of enhanced multi-level psychosocial training programme”**

1. BACKGROUND

UN organizations present in the country have developed a joint programme on a Domestic Violence (DV) that is composed of two complementary projects, and with the objective to support the Government and the civil society sector in improving inter and intra sectoral coordination and strengthening their capacity for Domestic Violence (DV) prevention and provision of adequate victim support services. Likewise, the programme will strengthen the national capacity for measuring progress and monitoring and evaluation of the effectiveness of DV prevention efforts.

The design of the programme is based on the newly adopted National Strategy for Protection against Domestic Violence (2008-2011) which provides a set of overarching objectives and intervention strategies.

Taking into account the key challenges and gaps identified, the programme has tailored its activities towards enabling a very comprehensive and multi-leveled response system aiming to achieve seven key outcomes:

1. Efficient policy-making and improved policy-implementation accountability of all relevant national stakeholders;
2. Support national data collection and dissemination system;
3. Improve service provision;
4. Establish programmes for economic empowerment and reintegration of victims of DV;
5. Improve prevention through formal education system;
6. Improve prevention through awareness raising and BCC programmes;
7. Expand legal aid services.

The programme is implementing in a period of three years and is managed jointly by the five key UN Agencies present in country: UNDP, UNFPA, UNICEF, UNIFEM, and WHO. National Counterparts involved in implementation of the programme are: MoLSP, MOI, MoES MJ, MoH, Local Self Government Units and Civil Society Organizations (CSO’s).

One of the main project goals is to strengthen the capacities of the women victims of domestic violence trough their economic empowerment by creating subsidized employment opportunities with local companies and provision of trainings/requalification aiming at better employment opportunities in the labour market. For this purpose in 2010 the economic empowerment programme (EEP) is designed and currently is piloted in 5 municipalities (Skopje, Tetovo, Kavadarci, Kumanovo and Bitola).

The programme is consisted from two interconnected components.

**First** component entails:

1. Provision of psychosocial support to women victims of domestic violence who are reported at the centers for social work, and
2. Capacity development of the professionals from Centers for social work (CSW) and Employment Centers for provision of support to DV victims for economic empowerment.

**Second** component is related to capacity building of the women victims of domestic violence for their enrollment and utilization of incentives deriving from three active labour market measures.

1. Self-employment
2. Subsidies
3. Training and re-training

EEP is implemented with the support of the l counterparts, primarily Centers for social work, Employment centers, and to some extend municipal authorities and private sector representatives.

Results from to date of the implementation of Pilot EEP in five municipalities shows that numbers of victims of domestic violence who apply for the programme is lower than originally anticipated whereas the attrition of those already enrolled in the programme is high (i.e. no interest for training and re-training measure and high attrition for subsidies). This situation derives from the fact that victims of DV are not psychologically ready to enter the employment, the support received from the Center for social work and employment centers staff is not sufficient, coordination between these two institutions is weak whereas municipalities’ representatives and private sector representatives are not involved sufficiently.

1. **OBJECTIVES AND SCOPE OF THE ASSIGNMENT**

In order to address the above explained challenges, the selected entity is expected to develop methodology, work plan, and implement following country wide[[1]](#footnote-1) training programme:

1. Enhanced multilevel psychosocial training for professionals from the Center for Social Work - CSW and Employment Service Agency - ESA in order to build and develop their capacities for better support of victims of DV using EEP;
2. Enhanced country wide multilevel psychosocial training for victims of domestic violence to improve their readiness to enter EEP.

These activities shall serve as bases for launching of the EEP at the national level.

This training programme should consist, but is not limited to, at least these below modules:

**Module 1** - Enhanced psychosocial training programme for professionals from the Center for Social Work and Employment Service Agency, and

**Module 2** - Enhanced psychosocial training programme for victims of domestic violence

Under the guidance of programme officer of the SI practice and daily supervision of the Project manger of the DV project the entity is expected to:

* + Develop and implement **training curricula for provision of assistance and psychosocial support to women victims of domestic violence from all 25 target municipalities (specified in Annex 1)**. The purpose of the psychosocial support should aim to reduce the harmful psychic and social consequences of domestic violence, improve their quality of life and full re-socialization and reintegration into society. With this the readiness of the victims of DV to use the available economic empowerment support should be increased; and
  + **Develop curricula for strengthening of the capacities of professionals from the CSW and ESA** from all 25 target municipalities (specified in Annex 1) for provision of psycho social assistance and support to victims of DV. The hired entity is expected to involve the staff from CSW once trained in provision of the psychosocial training for victims of domestic violence.
  + **Conceptualize model for cooperation** between Centers of social work and Employment centers at municipality level for provision of economic empowerment programme.

1. **DUTIES/TASKS**

For the purposes of this assignment, following positions are required: the assignment shall be undertaken by a team comprised of Team Leader and three team members - all experts’ psychologists.

In the course of achieving the expected output, in close cooperation with the UNDP staff, the NGO/Consultancy Agency is expected to fulfill the following duties/tasks:

**Team Leader - psychologist:**

* To liaise with officials from the target institutions and UNDP;
* Be responsible for effective and efficient implementation of the assignment subject of this ToR;
* Develop, monitor and communicate the implementation of the project timeline.
* Provide psycho social support to the victims of domestic violence according to the approved methodology and action plan for the counseling services (6 sessions in total for the victims of domestic violence for the period under contract in 7target locations);
* Ensure involvement of the staff from CSW, once trained, in provision of the psychosocial training for victims of domestic violence.
* Chair and provide lecturing session on the three (3) four - day trainings organized in Skopje for the professionals from CSW and ESA from all 25 CSW and ESA Offices;
* Prepare the necessary forms and documents for the counseling work;
* Produce regular monthly report of the activities of the project in coordination with Project Manager;
* To supervise team members preparation and implementation of the training programme in other target location;
* Submit Final narrative and financial Report;
* Any other duty as might be assigned by UNDP.

The **three team members - psychologist**

* Implement two level training programme for CSW and ESA professionals and training for the victims of DV in close cooperation with the team leader;
* Closely collaborate with the professionals from the CSW and the ESA;
* Provide psycho social support to the victims of domestic violence according to the approved methodology and action plan for the counseling services (6 sessions in total for the victims of domestic violence for the period under contract in 6 target locations);
* Involve the staff from CSW, once trained, in provision of the psychosocial training for victims of domestic violence.
* Provide lecturing sessions on the 3 three (3) four - day trainings organized in Skopje for the professionals from CSW and ESA from all 25 CSW and ESA Offices;
* Assist the team leader in preparation of the necessary form and documents for the counseling work;
* Regularly report on their activities to the team leader;
* Assist the team leader in producing the Final Report of the implemented activities;
* Any other duty as might be assigned by the Team Leader and UNDP.

1. **EXPECTED OUTPUTS**
2. To **develop training curriculum and all the support documents (work plan, agenda, training handouts, PPP);**
3. **To conduct the** **two level training program** for CSW and ESA staff and victims of domestic violence:
   1. **Conduct[[2]](#footnote-2) three (3) four - day trainings** **in Skopje** for **up to 60** **CSW and ESA professionals** from target 25 locations**;** and
   2. **Conduct 6 sessions (per location), one day (3-5 hours) group and individual work** with victims of domestic violence from target 25 locations;
4. **To conceptualize and deliver a model for cooperation** between Centers of social work and Employment centers at municipality level for provision of economic empowerment programme;
5. **To prepare and submit in Macedonian and English language two (2) monthly reports and the final narrative and financial reports.** The report shall also include identified key problems in the coordination and cooperation among the relevant state institutions and private sector with recommendation for improvements in this area.
6. **QUALIFICATIONS AND SKILLS**

The entity shall fulfill the following requirements:

1. Be directly responsible for the preparation and management of the action independently or with their partners, not acting as an intermediary (provide list of at least past 3 projects directly managed by the entity);
2. Proven experience and expertise in the previous projects related to DV/Social inclusion area with particular focus on the gender – based violence in the country (provide list of at least three projects in this area);
3. Professional background in development and conducting of training programmes for local and/or national stakeholders (provide list of at least 3 training programmes developed and conducted by the entity);
4. Clear presentation of the methodology and approach proposed;
5. CV of the experts proposed for this assignment - For the purposes of this assignment, following positions are required: the assignment shall be undertaken by a **team comprised of Team Leader and two team members - all experts’ psychologists**.

***The team leader - psychologist shall have:***

* University Degree or equivalent in Social Sciences or related field. MA will be considered as a strong asset;
* At least 5 years of experience in provision of psychosocial therapy (systematic family therapy, gestalt therapy etc);
* Completed professional training in psychosocial therapy (systematic family therapy, gestalt therapy etc)- (provide list of at least 2 trainings in psychosocial therapy) ;
* Experience in cooperation with national institutions (list of at least 2 national institutions with whom the consultant has previous cooperation);
* Demonstrated ability and willingness to work as a member of a team, with people of different cultural, ethnic and religious background, different gender, and diverse political views;
* Excellent communication and organization skills;
* Computer literacy;
* Proficiency in English language;

***The team members- psychologists shall have:***

* University Degree or equivalent in Social Sciences or related field. MA will be considered as a strong asset,
* At least 3 year of experience in provision of psychosocial therapy (systematic family therapy, gestalt therapy etc);
* Completed professional training in psychosocial therapy (systematic family therapy, gestalt therapy etc) - (provide list of at least 2 trainings in psychosocial therapy ;
* Experience in cooperation with national institutions (list of at least 2 national institutions with whom the consultant has previous cooperation);
* Demonstrated ability and willingness to work as a member of a team, with people of different cultural, ethnic and religious background, different gender, and diverse political views;
* Excellent communication and organization skills;
* Computer literacy;
* Proficiency in English language; the knowledge of Albanian will be considered as an asset;

1. **DURATION**

The assignment shall be performed in the period from 15 September till 30 November 2010

1. **PAYMENT**

The payment will be done in 2 (two) installments:

* 20 % upon the signature of the agreement;
* The rest of 80% after delivering of each output specified under “Expected Outputs” of the ToR

Note: Amount presented in MKD should be VAT excluded

PRICE SCHEDULE

The Price matrix shall be presented per deliverables and each deliverable shall have a detailed budget breakdown

|  |  |  |
| --- | --- | --- |
| MILESTONE | AMOUNT in MKD | TARGET DATE |
|  |  |  |
|  |  |  |
|  |  |  |
| etc |  |  |
| Total: |  |  |
|  | | | | |

**Annex IV**

**PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for

Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of

Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

### Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

|  |
| --- |
|  |

**Annex V**



## General Conditions for Professional Services

1. **LEGAL STATUS**

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

1. **SOURCE OF INSTRUCTIONS**

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

1. **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.

1. **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 UNDP.

1. **SUB-CONTRACTING**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP 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.

1. **OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of UNDP 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.

1. **INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, 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.

1. **INSURANCE AND LIABILITIES TO THIRD PARTIES** 
   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.
   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.
   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.
   4. Except for the workmen's compensation insurance, the insurance policies under this Article shall:
2. Name UNDP as additional insured;
3. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
4. Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
   1. The Contractor shall, upon request, provide UNDP 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 UNDP 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 UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, 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 UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

1. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

UNDP 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 UNDP'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 UNDP in compliance with the requirements of the applicable law.

**12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS**

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

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

* 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 UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
  2. The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; 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**

* 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.
  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 UNDP, 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 UNDP 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, UNDP 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.
  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, UNDP 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**

* 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.
  2. UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
  3. In the event of any termination by UNDP under this Article, no payment shall be due from UNDP 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.
  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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

1. **SETTLEMENT OF DISPUTES** 
   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.

* 1. **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.

**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.

**TAX EXEMPTION**

* 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 UNDP to determine a mutually acceptable procedure.
  2. Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

1. **CHILD LABOUR**
2. 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.
3. Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

**MINES**

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

**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.

**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 UNDP unless provided by

an amendment to this Contract signed by the authorized official of UNDP.

1. Out of the 30 locations country wide where Center for Social Work and Employment Service Agency have local offices, 5 are already covered with ongoing psychosocial activities (5 pilot municipalities of Skopje, Tetovo, Kumanovo, Kavadarci and Bitola). The selected entity will have to conduct Module 1 and 2 for the professionals and victims of domestic violence from the remaining 25 locations – specified in the Annex 1 of this ToR [↑](#footnote-ref-1)
2. Please refer to footnote no.4 [↑](#footnote-ref-2)