

Request for Proposal (RFP)

Date: 16 July 2013

Dear Sir/Madam,

Subject: RFP13/00682: Development and delivery of trainings in rights-based and gender-responsive local governance and development

1. You are requested to submit a proposal for *training 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(Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach UN Women office no later than **5 August 2013, 12:00 Chisinau time**.

Offers can be submitted either in hard copy or electronically.

- a) Documents/offers in hard copy need to be addressed to:

**UN Women Moldova,
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: Registry Office/Procurement**

- b) Offers sent electronically need to be addressed to the following e-mail address:

tenders-Moldova@undp.org

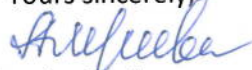
Offers shall be clearly marked with **“RFP13/00682: Development and delivery of trainings in rights-based and gender-responsive local governance and development (JILDP/UN Women)”**

In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format and send to tenders-Moldova@undp.org. Technical and Financial proposals should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.

To secure your financial offer please set up a password which will be used at later stage once the evaluation of the technical proposal is complete. The companies who achieve the minimum score will be requested to provide passwords.

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,
UN Women Representative
UN Women SRO for EECA

Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified companies to develop and deliver a series of trainings in democratic, rights-based and gender-responsive governance and development at the local level. The assignment will be performed according to the terms of reference (ToR) contained in 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.21 of Instructions to Offerors.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, 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, and shall contain the following documents:
 - Company profile (containing the description of relevant 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;
 - Other relevant documents. (e.g. financial statement for most current year, previous job/contracts reference, accreditations, etc.)
- (c) Price schedule, completed in accordance with clauses 8 and 9 (Annex V);

8. 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 (from the TOR)

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.

9. Proposal prices

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

10. 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.

11. Period of validity of proposals

Proposals shall remain valid for **ninety (90)** 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.

12. 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 authorized to bind the Offeror to the contract. The latter authorization 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 initialed by the person or persons signing the Proposal.

13. 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

14. 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: UNDP Registry Office/Procurement
and,
- marked with –
"RFP13/00682: Development and delivery of trainings in rights-based and gender-responsive local governance and development (JILD/UN Women)"

(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 (*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.

(c) In case of electronic submission, the Offeror shall send two messages by e-mail to the following address:

tenders-Moldova@undp.org

The first e-mail message shall contain the information specified in Clause 8 (*Proposal form*) above and shall have the following subject: "**Technical Proposal for RFP13/00682: Development and delivery of trainings in rights-based and gender-responsive local governance and development (JILD/UN Women)**". The second e-mail message shall include the price schedule/financial proposal and shall have

the following subject: **“Financial Proposal for RFP13/00682: Development and delivery of trainings in rights-based and gender-responsive local governance and development (JILDP/UN Women)”**.

Important Note for Offerors submitting proposals in electronic format/via e-mail.

Having prepared the Proposal in paper format as specified in Clause "D. Submission of Proposals" hereof, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. The Subject line of the E-mail(s) should state: **“Technical Proposal for RFP13/00682: Development and delivery of trainings in rights-based and gender-responsive local governance and development (JILDP/UN Women)”** and separate email **“Financial Proposal: RFP13/00682: Development and delivery of trainings in rights-based and gender-responsive local governance and development (JILDP/UN Women)”** – DO NOT OPEN IN ADVANCE. The opening of the financial proposal must be secured with the password protected ZIP archive by the Offeror, which will be given to the procuring UN Women entity upon its request after the completion of the technical proposals evaluation.

To assist procuring UN Women entity in the assurance of transparency, it is recommended that, prior to sending the Email(s), Offerors should open "Options", then "Voting and Tracking Options" and select "Request a delivery receipt for this message" AND "Request a read receipt for this message". This option path is for Microsoft Office Outlook software. Other software should offer similar options, although the path and wording might be somewhat different.

15. 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 August 2013, 12:00** 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.

16. 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.

17. 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 e-mail 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

18. 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.

19. 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.

20. 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.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized 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).

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 / Other Entity				
				A	B	C	D	E
1.	Organizational Capacity Expertise of Company / Organisation submitting Proposal	30%	210					
2.	Proposed Methodology Proposed Work Plan and Approach	40%	280					
3.	Resource Plan Personnel	30%	210					
Total			700					

Evaluation forms for technical proposals follow on the next two pages. 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 Company / Organisation submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Evaluation Criteria Scheme

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Organizational Capacity							
Expertise of Company / Organisation submitting proposal							
1.1	Reputation of Organisation (Competence / Reliability), Litigation and Arbitration history	25					
1.2	General Organisational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Age of the firm (3 years – 10 points, each additional year – 2 points, up to a maximum 10 additional points) - Strength of project management support, size of the firm, availability of logistical support (max. 20 points) - Loose consortium, holding company or one firm (max. 10 points) - Project management controls; Quality assurance procedures, warranty (max. 10 points) 	60					
1.3	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 specialized skills)	15					
1.4	Proven cumulative experience in developing and conducting workshops similar to those under the current ToR (3 years – 30 points, each additional year – 2 points, up to a maximum 10 additional points)	40					
1.5	Relevance of	70					
	- Specialized knowledge (knowledge and understanding of rights-based and gender responsive governance and development at the local level in the areas stated under the 2 (two) LOTs of the ToR including community mobilization; transparency, participation and inclusion, community monitoring and accountability; women empowerment; HRBA & gender mainstreaming.	30					
	- Hands-on experience in similar assignments, implying rights-based and gender-responsive governance and development <u>at the local level</u> (3 years -20 points, each additional year – 2 points, up to maximum 10 additional points)	30					
	- Previous experience of work with an international organization, particularly UN	10					
		210					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E

Proposed Methodology							
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task? Is the scope of the task well defined and does it correspond to the TOR? Is the conceptual framework adopted appropriate for the task?	120					
2.2	Have the important aspects of the task been addressed in sufficient detail, and are different components of the project adequately weighted relative to one another?	50					
2.3	Are the presented practical examples / best cases / good practices useful and relevant for the task?	50					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	20					
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	40					
		280					

Technical Proposal Evaluation Form 3				Points Obtainable	Company / Other Entity					
					A	B	C	D	E	
Resource Plan										
Personnel										
3.1	Task Manager			Sub-Score	100					
	Education and general qualification			20						
	Suitability for the Project			70						
	- Prior experience of team/group leader/manager (3 years of experience – 15 points, each additional year – 5 points, up to max. 25 points)		25							
	- Professional experience in the area of task specialization (3 years – 15 points, each additional year – 5 points, up to max.25 points)		25							
	- Experience in managing international technical assistance contracts, including with UN or similar organizations (3 years – 10 points, each additional year – 5 points, up to max. 20 points)		20							
	- Language Qualifications (Proficiency of Romanian – 5 points, knowledge of English – 5 points)			10						
				100						
3.2	Team of Experts			Sub-Score	100					
	Education and General Qualification			15						
	Suitability for the Project			70						
	- Professional experience in undertaking similar training assignments (3 years of experience – 10 points, each additional year – 5 points, up to max. 25 points)		25							

	- Professional experience in working with LPAs and communities (2 years of experience – 10 points, each additional year – 5 points, up to max. 25 points)	25							
	- Experience in collaborating with international organizations/projects, including UN (2 years of experience – 10 points, each additional year – 5 points, up to max. 20 points)	20							
	- Language Qualifications (proficiency in Romanian – 5 points, knowledge of Russian – 5 points; knowledge of English – 5 points)	15							
		100							
3.3.	Gender Balance in the team		10						
		10							
	Total Part 3		210						
	70% of 700 = minimum 490 pts needed to pass technical evaluation threshold								

F. Award of Contract

22. 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 organization and activity concerned.

23. 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.

24. 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 24 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
for the Provision of Services**

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Entity for Gender Equality and the Empowerment of Women (UN-WOMEN) and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UN-WOMEN, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UN-WOMEN by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
 - 2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UN-WOMEN, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
 - 2.3 At the option of and in the sole discretion of UN-WOMEN:
 - 2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UN-WOMEN prior to such personnel’s performing any obligations under the Contract;
 - 2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UN-WOMEN prior to such personnel’s performing any obligations under the Contract; and,
 - 2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UN-WOMEN has reviewed the qualifications of such Contractor’s personnel, UN-WOMEN may reasonably refuse to accept any such personnel.
 - 2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
 - 2.4.1 UN-WOMEN may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.
 - 2.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UN-WOMEN, which shall not be unreasonably withheld.
 - 2.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
 - 2.4.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.
 - 2.4.5 Any request by UN-WOMEN for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UN-WOMEN shall not bear any liability in respect of such withdrawn or replaced personnel.
 - 2.4.6 If a request for the withdrawal or replacement of the Contractor’s personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UN-WOMEN officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor’s personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel’s being withdrawn or replaced.

- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UN-WOMEN with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UN-WOMEN shall:
- 2.6.1 undergo or comply with security screening requirements made known to the Contractor by UN-WOMEN, including but not limited to, a review of any criminal history;
- 2.6.2 when within UN-WOMEN premises or on the United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UN-WOMEN for cancellation.
- 2.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UN-WOMEN about the particulars of the charges then known and shall continue to inform UN-WOMEN concerning all substantial developments regarding the disposition of such charges.
- 2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UN-WOMEN premises or on the United Nations property shall be confined to areas authorized or approved by UN-WOMEN. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UN-WOMEN premises or on United Nations property without appropriate authorization from UN-WOMEN.
- 3. ASSIGNMENT:**
- 3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN-WOMEN. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UN-WOMEN. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN-WOMEN.
- 3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:
- 3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,
- 3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,
- 3.2.3 the Contractor promptly notifies UN-WOMEN about such assignment or transfer at the earliest opportunity; *and*,
- 3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UN-WOMEN following the assignment or transfer.
- 4. SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UN-WOMEN. UN-WOMEN shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UN-WOMEN reasonably considers is not qualified to perform obligations under the Contract. UN-WOMEN shall have the right to require any subcontractor's removal from UN-WOMEN premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
- 5. INDEMNIFICATION:**
- 5.1 The Contractor shall indemnify, defend, and hold and save harmless, UN-WOMEN, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UN-WOMEN, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
- 5.1.1 allegations or claims that the possession of or use by UN-WOMEN of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UN-WOMEN under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor,

constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

5.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:

5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UN-WOMEN directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UN-WOMEN or another party acting under the direction of UN-WOMEN made such changes.

5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UN-WOMEN and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

5.4 UN-WOMEN shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UN-WOMEN or any matter relating thereto, for which only UN-WOMEN itself is authorized to assert and maintain. UN-WOMEN shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

5.5 In the event the use by UN-WOMEN of any goods, property or services provided or licensed to UN-WOMEN by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

5.5.1 procure for UN-WOMEN the unrestricted right to continue using such goods or services provided to UN-WOMEN;

5.5.2 replace or modify the goods or services provided to UN-WOMEN, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; or,

5.5.3 refund to UN-WOMEN the full price paid by UN-WOMEN for the right to have or use such goods, property or services, or part thereof.

6. **INSURANCE AND LIABILITY:**

6.1 The Contractor shall pay UN-WOMEN promptly for all loss, destruction, or damage to the property of UN-WOMEN caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

6.2.4 such other insurance as may be agreed upon in writing between UN-WOMEN and the Contractor.

- 6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 6.4 The Contractor acknowledges and agrees that UN-WOMEN accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UN-WOMEN, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
- 6.5.1 name UN-WOMEN as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
 - 6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UN-WOMEN;
 - 6.5.3 provide that UN-WOMEN shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,
 - 6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UN-WOMEN.
- 6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 6.7 Except for any self-insurance program maintained by the Contractor and approved by UN-WOMEN for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UN-WOMEN. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UN-WOMEN with evidence, in the form of certificate of insurance or such other form as UN-WOMEN may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UN-WOMEN reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UN-WOMEN concerning any cancellation or material change of insurance coverage required under the Contract.
- 6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
7. **ENCUMBRANCES AND 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 to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UN-WOMEN.
8. **EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the 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, and the Contractor shall be liable to compensate UN-WOMEN for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 9.1 Except as is otherwise expressly provided in writing in the Contract, 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UN-WOMEN under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-WOMEN.
 - 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UN-WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to UN-WOMEN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 9.3 At the request of UN-WOMEN, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-WOMEN in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-WOMEN authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UN-WOMEN OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 without the written permission UN-WOMEN.
11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:
- 11.1 The Recipient shall:
- 11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,
- 11.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.
- 11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:
- 11.2.1 any other party with the Discloser’s prior written consent; and,
- 11.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
- 11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
- 11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
- 11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- 11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations including its subsidiary organs, the Contractor will give UN-WOMEN sufficient prior notice of a request for the disclosure of Information in order to allow UN-WOMEN to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 11.4 UN-WOMEN may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.
12. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**
- 12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition

or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UN-WOMEN shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-WOMEN shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UN-WOMEN is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

13. TERMINATION:

13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

13.2 UN-WOMEN may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UN-WOMEN applicable to the performance of the Contract or the funding of UN-WOMEN applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UN-WOMEN may terminate the Contract without having to provide any justification therefor.

13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UN-WOMEN, the Contractor shall, except as may be directed by UN-WOMEN in the notice of termination or otherwise in writing:

13.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UN-WOMEN and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

13.3.5 transfer title and deliver to UN-WOMEN the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

13.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UN-WOMEN thereunder;

13.3.7 complete performance of the work not terminated; and,

13.3.8 take any other action that may be necessary, or that UN-WOMEN may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UN-WOMEN has or may be reasonably expected to acquire an interest.

13.4 In the event of any termination of the Contract, UN-WOMEN shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UN-WOMEN shall not be liable to pay the Contractor except for those goods delivered and services provided to UN-WOMEN in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UN-WOMEN or prior to the Contractor's tendering of notice of termination to UN-WOMEN.

13.5 UN-WOMEN may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

- 13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
- 13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
- 13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,
- 13.5.6 UN-WOMEN reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 13.6 Except as prohibited by law, the Contractor shall be bound to compensate UN-WOMEN for all damages and costs, including, but not limited to, all costs incurred by UN-WOMEN in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UN-WOMEN of the occurrence of any of the events specified in Article 13.5, above, and shall provide UN-WOMEN with any information pertinent thereto.
- 13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of UN-WOMEN under the Contract or otherwise.
14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UN-WOMEN shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UN-WOMEN shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.
- 16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.
17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the 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 Article II, 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 restrictions, 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 exemptions of UN-WOMEN from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UN-WOMEN to determine a mutually acceptable procedure.
- 18.2 The Contractor authorizes UN-WOMEN to deduct from the Contractor’s invoices 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 written 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, and UN-WOMEN shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.

19. MODIFICATIONS:

19.1 Pursuant to the Financial Regulations and Rules of UN-WOMEN, only the Chief Procurement Officer of UN-WOMEN, or such other Contracting authority as UN-WOMEN has made known to the Contractor in writing, possesses the authority to agree on behalf of UN-WOMEN to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UN-WOMEN unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief Procurement Officer of UN-WOMEN or such other contracting authority as UN-WOMEN has made known to the Contracting in writing.

19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UN-WOMEN nor in any way shall constitute an agreement by UN-WOMEN thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

20. AUDITS AND INVESTIGATIONS:

20.1 Each invoice paid by UN-WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN-WOMEN or by other authorized and qualified agents of UN-WOMEN at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UN-WOMEN shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UN-WOMEN other than in accordance with the terms and conditions of the Contract.

20.2 UN-WOMEN may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UN-WOMEN access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UN-WOMEN hereunder.

21. LIMITATION ON ACTIONS:

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

22. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UN-WOMEN to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

23. **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 obligations under the Contract. Should any authority external to UN-WOMEN seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UN-WOMEN and provide all reasonable assistance required by UN-WOMEN. The Contractor shall not take any action in respect of the performance of its obligations under the Contract

that may adversely affect the interests of UN-WOMEN or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.

24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN-WOMEN or the United Nations any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UN-WOMEN or the United Nations or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.
27. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
28. **SEXUAL EXPLOITATION:**
 - 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
 - 28.2 UN-WOMEN shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

TERMS OF REFERENCE

for national company / organization to develop and deliver a series of trainings in democratic, rights-based and gender-responsive governance and development at the local level

Duty Station:	Chisinau, Moldova
Primary Category:	Women’s Empowerment
Reference to the Project:	Joint Integrated Local Development Programme
Contract type:	Institutional Services Contract
Duration of the assignment:	August – December 2013

Background and Context

Since 2010 the Government of Moldova (State Chancellery) in partnership with the UNDP and UN Women has been implementing the “Joint Integrated Local Development Programme” (JILDP), funded by the Government of Sweden, and lately by the Government of Denmark. The JILDP was designed to support the Government in improving the policy and legal framework as mandated by the National Decentralization Strategy to ensure local autonomy, availability of resources, and more effective local management for better and equitable service provision, as well as to improving the capacity of Local Public Authorities (LPAs) to deliver efficient, equitable and accessible local public services, to facilitate sustainable development and foster social inclusion. It also assists in building the capacity of LPAs to plan, implement and monitor their strategic plans and improve local public service delivery, engaging women and men from local community groups, including most vulnerable. The program is applying Human Rights Based Approach, Gender Mainstreaming and Women’s Empowerment as guiding conceptual approaches and instruments to its work and interventions, seeking to ensure positive and measurable change in the areas of human rights, gender equality and social inclusion.

Starting with 2013, a new phase of JILDP is being implemented with the financial support from Danish Government. The interventions at the local level (30 target localities) will aim at developing models of operational local governments - ‘champions of change’ - by providing support to implement changes in the operation and structure of local governments in line with the changes brought by the National Decentralization Strategy. JILDP will assist LPAs in improving their capacity and operations, will support target communities and local authorities to provide quality and equitable public services to achieve sustainable human-centered and gender-responsive economic and social development in the main areas affected by the Decentralization strategy.

In order to efficiently implement the designed systems and procedures, the Programme will work to consolidate the LPA’s capacities in the above-mentioned areas along three dimensions: i) improvement of individual professional capacities through training of municipal officials and local administration staff in cooperation with the Academy of Public Administration and CALM; ii) strengthening of institutional capacity, through the introduction of improved methods and organizational arrangements for delivery of quality services and managing municipal public resources and iii) building-up systemic capacity for effective inter-municipal cooperation (IMC) and intergovernmental relations between local authorities and the central level authorities and administration. Within the JILDP UN Women plays a key role in ensuring gender mainstreaming of the policy and planning documents developed with Programme’s support at central and local levels, and in facilitating women’s empowerment.

To facilitate effective implementation of the above-mentioned interventions in the 30 target localities JILDP will hire 5 teams of two national consultants (community facilitators) each to perform community facilitation in the field. In each team one consultant will have specific tasks to focus on capacity building of duty-bearers (LPAs), and one - to focus on community mobilization and empowerment of rights-holders, in the same community to achieve common results.

Under the current ToR JILDP is seeking a company / organization to develop and deliver a series of practical workshops in democratic, rights-based and gender-responsive governance and development at the local level for the community facilitators working in the field to ensure the achievement of program objectives and the quality of program’s local interventions.

Objectives, Scope of Work, Duties and Responsibilities

The **overall objective** of the assignment is to develop and deliver a series of practical workshops in democratic, rights-based and gender-responsive governance and development at the local level in 6 key areas (as per below) for the community facilitators working in the field. As the result of the delivered workshops, the trained community facilitators shall be able to use the received knowledge and skills to transpose the HRBA principles of transparency, participation, accountability and non-discrimination, as well as the tools of gender mainstreaming and women's empowerment into their practical work with the duty-bearers (local public authorities, LPAs) and rights-holders (local women and men, particularly from vulnerable groups).

From **methodological** point of view, each workshop shall include a set of relevant readings (sent in advance to the participants), conceptual part, relevant practical exercises, and particularly study of best or innovative practices and examples, tools and instruments for concrete application of the concepts, and be as interactive as possible, employing a variety of modern visual technologies. The participants to the workshops shall be provided with informative, but simple-to-use templates, guidelines and best examples for each of the covered thematic areas. The provided materials shall be replicable by the workshop participants in their work in the field at the local level. The provided best or innovative practices and examples shall be relatively recent cases from Moldova, of which the trainers have a first-hand and hands-on knowledge and experience. The trainers shall provide at least 3 varied such best or innovative practices (Moldovan local communities, groups etc.) and examples for each of the covered thematic areas.

To achieve the objective, under the overall supervision of the UN Women Program Analyst, and in close collaboration with the entire JILDLP team, the contracted company / organization is expected to:

1. Develop the workshops outline/concept, including with consideration of the Capacity Assessment of LPAs, availed by JILDLP;
2. Develop the workshop agenda, modules and materials for each of the below thematic areas;
3. Deliver the developed workshops, as approved by JILDLP;
4. Develop and present the Report on the performance of the assignment, with findings and recommendations.

The workshops *inter alia* have to highlight:

- the needs of women and vulnerable groups related to their exercise of fundamental human rights, as prescribed by the relevant international and regional standards: schooling/education, health care & health insurance, housing, employment, access to drinkable water, social protection, etc;
- availability, accessibility, affordability and quality of local public services to women and specified vulnerable groups, including schooling/education services, health care & health insurance services, employment services, access to drinkable water, social protection, etc;
- root causes (primary, secondary, etc) of the shortcomings in meeting legitimate needs of women and vulnerable groups; reasons of failure to provide accessible, affordable and quality local public services to vulnerable groups, like discriminatory framework or LPA practices, underrepresentation in local elected and non-elected bodies of public administration and/or inadequate transparency and participation in local decision-making (e.g. lack of accountability / availability of feedback mechanisms), lack or shortage of knowledge or skills to pursue their interests and agenda, etc.

The contracted entity will have to develop and deliver the workshops covering the following thematic areas:

LOT 1:

1.1) Community Mobilization at the Local Level, including the issues of:

- concept of, importance and added value of community mobilization;
- benefits of community mobilization v. costs of invested time, resources and efforts;
- triggers and motivation for community mobilization;
- process of community mobilization; examples and best cases of community mobilization at the local level in Moldovan context (outside Joint Integrated Local Development Program and UN Women);
- measurement, end-result and sustainability of the community mobilization process;
- role of the local public authorities and state institutions in the community mobilization process;
- concrete tools and methods for community mobilization activities to be undertaken later by the trainees at the local level.

1.2) Transparency, Participation and Inclusion at the Local Level, including the issues of:

- concept of, importance and added value of transparency, participation and inclusion at the local level;
- benefits of transparency, participation and inclusion v. costs of invested time, resources and efforts;

- principles and key elements of transparency, participation and inclusion at the local level;
- platforms, mechanisms and modalities for ensuring transparency, participation and inclusion at the local level; examples and best cases of transparency, participation and inclusion at the local level in Moldovan context (outside Joint Integrated Local Development Program and UN Women);
- measurement, sustainability and institutionalization of transparency, participation and inclusion at the local level;
- role of the local public authorities and state institutions in the establishment and institutionalization of transparency, participation and inclusion at the local level.
- concrete tools and methods for ensuring a transparent mayoralty and to be included by the trainees in local LPAs Capacity Development Action Plan.

1.3) Community Monitoring & Accountability at the Local Level, including the issues of:

- concept of, importance and added value of community monitoring and accountability at the local level;
- benefits of community and accountability v. costs of invested time, resources and efforts;
- principles and key elements of community monitoring and accountability at the local level;
- platforms, mechanisms and modalities for ensuring community monitoring and accountability at the local level; examples and best cases of community monitoring and accountability at the local level in Moldovan context (outside Joint Integrated Local Development Program and UN Women);
- measurement, sustainability and institutionalization of community monitoring and accountability at the local level (concrete indicators etc.);
- role of the local public authorities and state institutions in the establishment and institutionalization of community monitoring and accountability mechanisms at the local level.
- concrete tools and methods for community monitoring & accountability activities to be undertaken later by the trainees at the local level.

LOT 2:

2.1) Situation of Women/Gender Equality, Vulnerable Groups and Empowerment at the Local Level, including the issues of:

- concept of, importance and added value of gender equality, vulnerable groups and empowerment;
- benefits of empowerment of women and vulnerable groups v. costs of invested time, resources and efforts;
- triggers and motivation for empowerment of women and vulnerable groups;
- process of women and vulnerable groups empowerment; examples and best cases of women and vulnerable groups empowerment at the local level in Moldovan context (outside Joint Integrated Local Development Program and UN Women);
- measurement, end-result and sustainability of women and vulnerable groups empowerment;
- role of the local public authorities and state institutions in the empowerment process.

2.2) Human Rights Based Approach and Gender Mainstreaming in Development of Local Strategies, Programs, Projects and Budgets (gender-responsive budgeting), including the issues of:

- concept of, importance and added value of human rights based approach and gender mainstreaming in development of local strategies, programs, projects and budgets (gender-responsive budgeting) at the local level;
- benefits of human rights based approach and gender mainstreaming v. costs of invested time, resources and efforts;
- principles and key elements of human rights based approach and gender mainstreaming in development of local strategies, programs, projects and budgets (gender-responsive budgeting) at the local level; examples and best cases of human rights and gender mainstreaming at the local level in Moldovan context (outside Joint Integrated Local Development Program and UN Women);
- measurement, sustainability and institutionalization of human rights based approach and gender mainstreaming in development of local strategies, programs, projects and budgets (gender-responsive budgeting) at the local level.

2.3) Women Economic Empowerment at the Local Level, including the issues of:

- concept of, importance and added value of women economic empowerment, role of childcare facilities for women economic empowerment;
- process of women economic empowerment; examples and best cases of women economic empowerment at the local level in Moldovan context (outside Joint Integrated Local Development Program and UN Women);
- measurement, end-result and sustainability of the women economic empowerment;
- role of the local public authorities and state institutions in the women economic empowerment process.

Each of the above thematic areas shall be unpacked during a separate **one full day long workshop** for a group of 12-15 beneficiaries (community facilitators and other participants assigned by JILDP), organized in Chisinau at centrally located facilities with decent work & catering arrangements as per UN standards.

Key Deliverables and Timeframe

The contracted company / organization is expected to provide the specified deliverables as per below schedule:

#	Deliverable	Timeframe	Instalments
1.	Workshops Outline / Concept of the three workshops under each specific LOT	Within 5 work days following the date of contract signing	
2.	Workshop agenda, modules and materials for each of the thematic areas of the three workshops Full Workshop Package to be used by participants later	At least 10 work days prior to the agreed date of the workshop	<u>1st instalment:</u> 20% of the total contract amount
3.	Workshop Reports on each of the first two delivered workshops	Within 5 work days following the last day of each workshop	<u>2nd instalment:</u> 40% of the total contract amount (for the first two workshops)
4.	Workshop Report on the last delivered workshop, Final Report	Within 5 work days following the last day of each workshop; Final Report – within 5 work days following the end of the last workshop	<u>3rd instalment:</u> 40% of the total contract amount (for the last workshop, and Final Report)

The duration of the assignment shall not exceed **5 months** from the signature of the contract, beginning with end August 2013.

Dates of the workshops

The exact date for each workshop will be agreed with the JILDP team, based on the availability of all involved parties, with an average periodicity of one workshop every month.

Language of the deliverables: All deliverables shall be submitted in Romanian language, in electronic form (MS environment) and hard copies.

Organizational settings

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

The assigned Task Manager of the winning applicant will liaise at all times with UN Women JILDP Programme Analyst who will provide advice, guidance and information as appropriate.

Inputs/Resources on behalf of UN Women

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

Organization, conceptual and logistical support, transportation and other additional costs: All mentioned and other adjacent expenses are the **full responsibility of the contracted company / organization**, and **shall be duly incorporated into the consolidated financial offer**. JILDP will not take responsibility for any costs beyond the agreed contractor's all-inclusive fee.

Performance evaluation: Contractor's performance will be evaluated against such criteria as: timeliness, responsibility, initiative, communication, accuracy, and quality of the products delivered.

Payments: Payments of fees will be authorized upon submission to and approval of deliverables by UN Women JILD Program Analyst within 10 working days after their approval.

Requirements to Companies/Organizations

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

1. Officially registered legal entity as per Republic of Moldova's regulations;
2. At least 3 years of experience of running workshops with focus on community mobilization; transparency, participation and inclusion, community monitoring and accountability; women empowerment; HRBA & Gender Mainstreaming;
3. At least 3 years of previous practical hands-on experience of work at the local level;
4. Qualified assigned trainers with solid conceptual knowledge and practical experience in the field of the assignment;
5. Previous experience working with an international organization, particularly UN (would be an advantage);
6. Cultural and gender sensitivity;
7. Ability to deliver products of required quality, on time and within budget.
8. Adherence to/observation of the standard and principles of the UN.

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

1. A Task Manager with advanced degree in management, public administration, social sciences or similar fields relevant to the assignment, coupled with at least 3 years of experience in management of similar tasks, and with mandatory knowledge of Romanian and English;
2. At least 2 team members (trainers) with knowledge and understanding of rights-based and gender responsive governance and development at the local level in 6 key areas including community mobilization; transparency, participation and inclusion, community monitoring and accountability; women empowerment; HRBA & Gender Mainstreaming.

The proposed team of trainers/experts should have:

- University degree in social sciences, human rights, gender studies, public administration, or similar fields relevant to the assignment;
- At least 3 years of experience in the fields of the assignment, of which at least 2 years of experience in trainings in the fields of the assignment;
- Experience in collaborating with international organizations, public, local and central administration in Republic of Moldova will constitute an advantage;
- Fluency in written and verbal Romanian and Russian are mandatory, knowledge of English is an advantage.

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

The Application package shall include briefs on practical examples / best cases / good practices to be shared by the applicant during the trainings with the participants on each of the three training items from the Lot.

Proposals submission modality:

Partial bidding (by at least one entire Lot) under this assignment is permitted. Eligible companies/organizations may apply for any of the Lots, provided they possess adequate expertise (consultants) in the focus area as per the objective described in this ToR.

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 21 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 21 of the Annex I of the Request for Proposals (*Instruction to Offerors*).

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 under **RFP13/00682: Development and delivery of trainings in rights-based and gender-responsive local governance and development (JILDP/UN Women)** 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 **ninety (90)** 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 _____

E. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]

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 UN WOMEN is exempt from taxes as detailed in Section II, Clause 18.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

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

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

Price Schedule: Ref. RFP13/00682: Development and delivery of trainings in rights-based and gender-responsive local governance and development

A. Cost Breakdown per Deliverables*

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price, MDL (Lump Sum, All Inclusive)
1	<ul style="list-style-type: none"> Workshops Outline / Concept of the three workshops under each specific LOT Workshop agenda, modules and materials for each of the thematic areas of the three workshops Full Workshop Package to be used by participants later 	<u>1st instalment</u> : 20% of the total contract amount	
2	<ul style="list-style-type: none"> Workshop Reports on each of the first two delivered workshops 	<u>2nd instalment</u> : 40% of the total contract amount (for the first two workshops)	
3	<ul style="list-style-type: none"> Workshop Report on the last delivered workshop Final Report 	<u>3rd instalment</u> : 40% of the total contract amount (for the last workshop, and Final Report)	
	Total	100%	MDL

*Basis for payment tranches

B. Cost Breakdown by Cost Component*:

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

Description of Activity	Unit of measure (e.g. day, month etc.)	Unit Price, MDL	No. of units	Total Price, MDL
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others (please specify)				
III. Other Related Costs (please specify)				

*Additional budget details explaining the calculations are welcomed.