

**Request for Proposal (RFP)**

Date: 1/08/14

Dear Sir/Madam,

**Subject: RFP14/00839: Consultancy services to map new services and update the existing guide on service provision**

1. You are requested to submit a proposal for consultancy services for update of the existing Guide on Service provision, as per enclosed Terms of Reference (ToR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors (Annex I)
  - ii. Terms of Reference (TOR) (Annex II)
  - iii. Proposal Submission Form (Annex III)
  - iv. Price Schedule (Annex IV)
  - v. Joint Venture Form (Annex V)
  - vi. Proposed Copy of Contract (Annex VI)
  - vii. General Conditions of Contract (Annex A)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach UN Women office no later than **20 August 2014, 13:30**, local 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 "**RFP14/00839: Consultancy services to map new services and update the existing guide on service provision /UN Women.**"

Contact person for clarifications:

Alexandru Stratulat, Project Specialist, UN Women ([alexandru.stratulat@unwomen.org](mailto:alexandru.stratulat@unwomen.org))

Janna Sofroni, Project Coordinator, UN Women ([janna.sofroni@unwomen.org](mailto:janna.sofroni@unwomen.org))

*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](mailto: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,

**Ulziisuren Jamsran**  
Head of Office a.i.  
UN Women Moldova

## Instructions to Offerors

### A. Introduction

#### 1. General

UN WOMEN seeks a national qualified and independent company to undertake a detailed review of existing services provided at the local level by government, civil society organizations and update the existing Guide on Service provision. This Guide was developed with the support of UN Women in 2010 and provides a brief description of each specific service rendered by decentralized and de-concentrated services, eligibility criteria and steps to follow in order to obtain these services. The review will serve as the basis for the new, updated and improved version of the Guide to be used by service providers, local public authorities and community member to increase access to information and services especially of rural and vulnerable women.

The assignment will be performed according to the terms of reference (ToR) contained in the 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

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;
- (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 (i.e. previous job/contracts reference etc.)
- (c) In the case of a consortium/joint venture/association, the form in Annex V 'as an addendum to the RFP and to be read as Annex V' must be completed, signed and submitted along with your technical proposal, in which case:
  - a) All parties shall be jointly and severally liable to UN-Women for any obligations arising from their proposal or the contract that may be awarded to them as a result of this solicitation exercise; and
  - b) One party shall be designated to act as the focal point to deal with UN-Women. Such party shall have the authority to make decisions binding upon the joint venture, association or consortium during the solicitation process and, in the event a Contract is awarded, during the duration of the contract. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UN-Women
- (d) Price schedule, completed in accordance with clauses 8 and 9;

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

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

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

#### **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:**

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

and,

- marked with –  
“RFP14/00839 Consultancy services to update the existing Guide on Service provision/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](mailto: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 RFP14/00839 Consultancy services to map new services and update the existing guide on service provision /UN Women**”. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: “**Financial Proposal for RFP14/00839 : Consultancy services to map new services and update the existing guide on service provision /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 RFP14/00839 Consultancy services to map new services and update the existing guide on service provision /UN Women**” and separate email “**Financial Proposal: RFP14/00839 Consultancy services to map new services and update the existing guide on service provision / 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 **20 August 2014, 13:30, local 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

### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	<b>Management Plan</b> Expertise of Firm / Organisation submitting Proposal	25%	175					
2.	<b>Proposed Methodology</b> Proposed Work Plan and Approach	40%	280					
3.	<b>Resource Plan</b> Personnel	35%	245					
<b>Total</b>			<b>700</b>					

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 Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

### EVALUATION CRITERIA SCHEME

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Management Plan</b> Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability), in undertaking similar assignments. Litigation and Arbitration history.	20					
1.2	General Organisational Capability which is likely to affect implementation: - Number and type of products relevant to this assignment, produced in the past (20 points) - Age/size of the firm (5 points) - Strength of project management support (max. 10 points) - Loose consortium, holding company or one firm (max 5 points)	40					
1.4	Quality assurance procedures	10					
1.5	Proven cumulative experience in conducting social studies, assessments, with particular focus on the access to services of women and men, especially most vulnerable, (2 years - 10 points, each additional year - 5 points, up to maximum 35 points)	35					
1.6	Relevance of:						
	- Specialized Knowledge, specifically in the area of service provision, assessment of citizens satisfaction with services, etc.	35					
	- Experience in working with different stakeholders, including in security zone and Transnistrian region	20					
	- Previous experience of work with an international organization, particularly UN	15					
			<b>175</b>				

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Proposed Methodology</b>							
Proposed Work Plan and Approach							
2.1	Is the task well understood and properly addressed and correspond to the ToR?	80					
2.2	Have the important aspects of the task been addressed in sufficient details?	50					
2.3	Are the different components of the project adequately weighted relative to one another?	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?	50					
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50					
		280					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Resource Plan</b>							
Personnel							
3.1	Task Manager	Sub-Score	145				
	Education and general qualification	20					
	Suitability for the Project	110					
	- Prior experience of team/group leader/manager in similar projects (3 years of experience - 5 points, each additional year - 3 points, up to max. 15 points)	15					
	- Experience in research and analysis (3 years - 20 points, each additional year - 5 points, up to max. 40 points)	40					
	- Professional experience in the area of task specialization (2 years - 10 points, each additional year - 5 points, up to max. 30 points)	30					
	- Proven knowledge of the security zone and Transnistrian region	15					
	- Previous similar work experience working for international organizations and/or governmental programmes concerning related field	10					
	- Language Qualifications (Fluency in written and spoken Romanian - 5 points and Russian - 5 points; knowledge of English - 5 points)	15					
		145					
3.2	Consultants	Sub-Score	100				
	Education and general qualification	20					
	Suitability for the Project	65					



Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
- Experience in research and analysis (3 years - 20 points, each additional year - 2 points, up to max. 30 points)	30							
- Professional experience in the area of task specialization (2 years - 10 points, each additional year - 5 points, up to max. 25 points)	25							
- Proven knowledge of the security zone and Transnistrian region	10							
- Language Qualifications (Fluency in written and spoken Romanian - 5 points and Russian - 5 points; knowledge of English - 5 points)	15							
	100							
<b>Total Part 3</b>			<b>245</b>					
<b>70% of 700 = 490 pts needed to pass technical</b>								

**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**

At the time of award of Contract, UN WOMEN reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions

**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.

### Terms of Reference

to undertake mapping of new services and update the existing guide on service provision in the areas of agriculture, land administration (cadastre), business development, employment and social protection in the Republic of Moldova

<b>Project:</b>	00085725, CBM in Moldova, 00089355, Promoting and Protecting Women Migrant Workers' labour and human rights (WMW) Project
<b>Location:</b>	Various localities of Moldova (with operational JISBs)
<b>Period:</b>	August-December, 2014
<b>Organizer:</b>	UN Women
<b>Participants:</b>	Service Providers, district authorities and representatives of the Government in the field, including in the security zone from both banks of Nistru River

#### Background:

In February 2013 UN Women launched a new project "Enhance Women's Economic Empowerment in communities on both banks of Nistru River in the Republic of Moldova" (Women's Economic Empowerment in Transnistria, for short). The project supports realization of UNDP Confidence Building Measures Program funded by EU, aiming at promotion of collaborative projects at the community level on both banks of Nistru River.

One of the programme components is focused on creating a platform for women in Dubasari district in the form of Joint Information and Services Bureau (JISB), based on "one-stop-shop" or "one window" approach, to facilitate open access and use of existing opportunities by women in the most effective way shortest leading to the improvement of the quality of life and thus fulfilment of women's human rights. The concept of JISBs was introduced in August 2010 by piloting it in 4 districts and up to day it is operational in 21 districts of Moldova.

The successful implementation of the concept in the above-mentioned districts led to conclusion that it can be replicated in other regions of Moldova, including security zone and Transnistrian region. The results achieved by the project until May 2014, prompted the extension of the period of its implementation to December 2014. It was also decided to cover two additional districts from the security zone of Moldova, so it is currently covering Criuleni, Dubasari and Rezina districts.

Protecting women migrant worker's rights advances the human rights agenda, has a positive bearing on irregular migration and trafficking, contributes to well managed labor migration and good migration governance, and is critical for economic growth and development. In December 2013, UN Women entered into agreement with European Commission to implement a regional project „Promoting and Protecting Women Migrant Workers' labour and human rights: Engaging with international, national human rights mechanisms to enhance accountability" (WMW Project) with 3 pilot countries: Mexico (Latin America), Moldova (Eastern Europe), Philippines (South East Asia). This project strives to promote women migrant worker's rights and protect them against exclusion and exploitation at all stages of migration. It aims to contribute to this overall objective by (a) strengthening strategic international human rights mechanisms, national oversight institutions and governments to ensure accountability to women migrant workers at all stages; (b) strengthening women migrant workers' organizations and their support groups to effectively engage with the above stakeholders to ensure greater accountability to them.

Thus, the WMW Project is intended to generate a range of results which include changes in the awareness, understanding, capacities and responses of the primary target groups – relevant treaty bodies, special procedures mandate holders, UPR, governments, Parliamentarians/Parliamentary secretariats, national human rights mechanisms/institutions - to women migrant workers in the direction of promoting and protecting the latter's rights. Likewise it will capacitate women migrant worker's organizations and their support groups to strategically engage with the above-mentioned stakeholders so as to enhance the letter's accountability to them. In addition to these targeted stakeholders and beneficiaries per country, the action will also engage with high level global/regional inter-governmental processes; on-line knowledge platforms and forums, and the general public through cost effective public awareness initiatives.

#### Rationale

The replication of Joint Information and Services Bureaus (JISB) in districts from the Security Zone are expected to attract population, especially women and the most vulnerable, from the Transnistria region. JISB will create platform for addressing challenges of local population and build trust and confidence between both banks of the Nistru River. It will also contribute to re-modeling of the public service delivery, mainly in social sector, and will pave the way for

the Nistru River. It will also contribute to re-modeling of the public service delivery, mainly in social sector, and will pave the way for increasing cooperation between the district and local authorities and service providers. JISBs will also serve as a good platform for potential labour migrants to get information on their rights and be redirected as required to other institutions for receiving detailed information and guidance prior to departure.

In order to have a complex approach to address the challenges faced by women and other socially-vulnerable population groups from both banks of Nistru River, it is necessary to undertake a review and to update the existing Service-providers' Guide, developed from 2010 in the framework of the Women Economic Empowerment programme. It covered services provided in the areas of business development, agriculture, land administration (cadastre), employment and social protection in the Republic of Moldova. Since then a number of services included in the above-mentioned guide have developed, while the structure of JISBs has changed and new services have been included in the range of services provided by JISBs.

In order to support the LPAs on both district and community level, as well as other service providers to provide the latest information to vulnerable women and men from the rural areas of the Republic of Moldova from both banks of Nistru River, it is necessary to undertake a review exercise and to update the Service Providers' Guide. This will ensure that men and women from the localities of Moldova are benefiting from the up-to-date information and outline the required steps and procedures necessary to access services provided by the service providers at district and community level.

Also, in the view that JISBs proved to be effective in providing services to potential and returned women and men migrants, it is important to have a revision of the Guide from the perspective of relevant services provided at the local level to migrant women and men in the target localities. This revision of provided services from the perspective of migrant women and men, will enhance the accountability of local governments and local services providers to women migrants and their specific needs.

The chapter on provided services and information at the local level relevant to migrant women will be one of the parts under the planned Baseline study/Situational analysis of women migrants in Moldova and will feed the achievement of project result 1: Relevant, high quality knowledge products, advocacy/capacity building tools are produced, strategically disseminated and effectively influence the action's advocacy and capacity strengthening initiatives.

As a result, an updated and exhausted guide will be designed that will cover the majority of services provided by the JISBs. To achieve this objective, UN Women is planning to contract local company(ies)/organisation(s) with sufficient technical and human resources to undertake a detailed review and update of the existing Service-providers' Guide, developed by UN Women from 2010.

### **Scope of Work**

The objective of the assignment is to undertake a detailed review of services currently provided by Joint Information and Services Bureaus as well as undertake a mapping of new services in the identified areas and develop an updated Guide on Service provision. Current version of the Guide was updated with the support of UN Women in 2010 and provides a brief description of each specific service rendered by decentralized and de-concentrated services in the districts of Moldova, eligibility criteria and steps to follow in order to obtain these services. The review will allow to align the Guide with the recent changes in service provision areas as well as to enrich it with additional services that are currently not provided by the JISBs. The Guide will be used primarily by service providers and local public authorities to increase access of women and men to information and services in the priority domains.

### **Tasks to be performed**

In order to achieve the objectives of this assignment, the selected company will be responsible for undertaking the following tasks:

**Task 1.** Update the description of services currently included in the Guide on services provided at the local level taking into account changes/updates in the laws, policies and regulation of these services, in the area of:

- Agriculture, Land and Cadastre
- Social Protection and Assistance
- Employment
- Business and entrepreneurship development
- Legal support services

**Task 2.** Identify, map and provide description of the services (currently not part of the Guide) that will be offered to women and men in rural communities as part Joint Information and Services Bureaus in the areas of:

- civil registration/documentation,
- services for women and children victims of domestic violence,

- services for potential and returned migrants as well as those in migration,
- opportunities for education, training, and re-training provided by professional vocational institutions and others on a permanent basis, and include the description of these services into the updated version of the Guide.

To complete these tasks, the company shall:

Under the Task 1:

1. Undertake review of laws, policies and regulations and other documents relevant to the provision of services in the mentioned areas with focus on the updates and changes occurred during 2010-2014;
2. Based on this, review the current version of the Guide and amend the description of services, eligibility criteria and steps to be followed by potential beneficiaries to apply for and benefit from these services, including by eliminating any outdated or no-longer-relevant information;
3. Conducting a series of meetings with relevant representatives of central authorities and/or local service providers (as need be) to officially validate these amendments with minutes of key meetings.

Under the Task 2:

1. Undertake a desk review of all relevant documents regarding the provisions of services in the named areas provided by various service providers. To map services by types of service providers and their locations, process and procedures of rendering the services, including indicating if it is a paid service, eligibility criteria, and others. This will be done, including through close consultations with service providers in the regions as well as relevant central authorities, and CSOs;
2. Based on the above, update the Guide to include the new services in the areas described under the Task 2. Please note that a specific focus on the access to services by vulnerable women and men, including Romani and other minority women, women with disabilities, women living with or affected by HIV/AIDS, etc. and a special chapter on relevant information and services for women and men migrants are required.
3. Conduct series of validation meetings with representatives of central and local public authorities, local service providers, CSOs, community based organizations/groups etc. from 22 districts<sup>1</sup>, where the JISBs are already operational and others, as needed, with the overall aim to validate the findings of the review in each area of service provision. It is recommended to group the representatives by geographical areas in order to have up to 5 validation meetings, i.e. North, Centre, South, Gagauzia and Security Zone of Moldova;

After completing these two tasks, the company will have to:

1. Finalize the Guide (following the existing structure) as per the feedback and conclusion of the validation meetings to include services mentioned under the Task 1 and Task 2.
2. Organize and facilitate a final one-day validation meeting in Chisinau with the representatives from selected districts and relevant central and local public authorities and CSOs, for about 100 participants;
3. Present final version of the Service-providers' Guide at the event organized by UN Women, if any;
4. Develop and present layout/design of minimum of 12 (twelve) posters/infographics on selected services focusing on the process of rendering a service for women and men from vulnerable groups (the list to be determined through consultation with UN women). Note: one from each of the service provision area will be selected).
5. Develop and present a final report including a description of initiatives undertaken for the fulfillment of both tasks and recommendations undertaking similar work in future.

**Deliverables and Timeframe**

During the implementation of this assignment, the company shall be responsible for delivering of the following outputs, comprising of the main milestones:

<sup>1</sup> Anenii Noi, Briceni, Calarasi, Cantemir, Cimislia, Criuleni, Drochia, Dubasari, Falesti, Glodeni, Nisporeni, Orhei, Rezina, Riscani, Singerei, Sodorcesti, Soroca, Stefan Voda, Strasenii, Telenesti, Ungheni and Comrat

No	Deliverables	Tentative timeframe for accomplishment of task	Tentative percentage of milestone/output
1.	Detailed work plan, including its scope and focus areas, tentative agenda and list of entities/representatives to be consulted with during this assignment	within 5 days from contract signature	10%
2.	First draft of the reviewed and updated Service-providers' Guide, incorporating the findings of the existing information review and the conducted meetings (Task 1)	Within 4 weeks of contract signature,	20%
3.	Second draft of the Guide to include new services (as stipulated under the Task 2) based on the desk review, filed visits and validation meetings	Within 10 weeks of contract signature	20%
4.	Final draft of the reviewed and updated Service-providers' Guide in Romanian, based on the final validation meetings under the tasks 1 and 2	Within 12 weeks of contract signature	20%
5.	Final version in Russian language (official translation) through revising the existing Russian version	Within 13 weeks	10%
6.	Layout/design of 12 posters/infographics on selected services	Within 16 weeks of contract signature	10%
7.	Final report in English on the undertaken exercise with the identified shortcomings in access by the vulnerable women and men of the existing information and services and recommendations on how to improve their accessibility	Within 17 weeks of contract signature	10%

All deliverables should be agreed with UN WOMEN Team and provided in Romanian, while final version of the Guide provided both in Romanian and Russian (official translation) and the final report to be presented only in English.

**Note:** The indicated tentative timeframe has been estimated as being sufficient/feasible for the envisaged volume of work to be completed successfully and is proposed as a guideline for the duration of the assignment. It cannot and shall not be used as criteria for completion of work/assignment. The provision of envisaged deliverables approved by the Project shall be the only criteria for Company's work being completed and eligible for payment/s.

#### Management arrangements

**Organizational Setting:** The Company will work under the direct supervision and guidance of UN Women CBM Project Specialist and WMW Project Coordinator and in close collaboration with central and local public administration, local service providers and CSOs, including from the security zone. The company will report to UN Women CBM Project Specialist and WMW Project Coordinator.

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

The Head of the company will liaise at all times with CBM Project Specialist and WMW Project Coordinator, who will provide advice, guidance and information, as appropriate.

#### Inputs

UN Women will provide the Contractor with the necessary information on the JISBs activity, JISB Contact details, and materials for a better understanding of the context and for the successful fulfillment of the tasks. The guide will be provided in Romanian and Russian.

#### Duration of the Work:

It is expected that the company shall begin work by 15 September 2014 with work being completed before or on 25 December 2014, in conformity with the indicative timeframe described under "Deliverables and Timeframe" section. However, the above-mentioned timeframe is tentative. The specific sequencing and timeframe of activities will be established once the Contractor is identified and the work plan approved.

#### Travel and other logistic arrangements

Transportation for field visits and meetings will not be provided and shall be organized and covered by the Contractor. The Contractor will also be responsible for all administrative issues associated with undertaking this assignment, including all consultations and meetings. In the case of unforeseeable travel, payment of travel costs should be agreed upon, between UN Women and the Contractor, prior to travel and will be reimbursed.

#### Performance evaluation

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

#### Financial arrangements

Payment shall be made in installments upon achievement and approval of corresponding milestones, certified by the CBM Project Specialist, indicating that the services have been satisfactorily performed.

**Required qualification for eligible Companies**

The qualifications that make a Company eligible for this assignment are:

1. Officially registered legal entity;
2. At least 2 years of experience in conducting social studies, with particular focus on gender mainstreaming;
3. Good knowledge of the rural sector in Moldova, especially in the area service provision
4. At least 2 years of proven knowledge and successful development and implementation of assessment activities;
5. At least 2 years of experience in working with different stakeholders at local and regional level; work in security zone and Transnistrian region would be an advantage;
6. Previous experience of work with an international organization, particularly UN;
7. Possesses technical and human resources for successful implementation of the assignment and/or has capacities to subcontract external consultants or NGOs/companies;
8. Track record of at least 1 (one) similar project.

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 at least 2 team members (**consultants**) with experience in service provision systems in one or more of the fields mentioned in the title; HRBA and Gender Mainstreaming.

**The proposed team of consultants should have:**

- University degree in economics, social, finance, statistics or other related fields;
- 3 years of proven experience of research and analysis in the social, economic or other related fields;
- At least 2 years of experience working with different stakeholders at local and regional level; work in security zone and Transnistrian region would be an advantage;
- Excellent analytical skills, ability to synthesize and clearly present complex processes and issues to service the information needs of diverse audiences;
- Excellent writing skills, ability to write in a structured, lucid and concise manner, without losing the depth of the substance;
- Knowledge of service provision systems in one or more of the fields mentioned in the title is an advantage;
- Previous similar work experience working for international organizations and/or governmental programmes concerning related field;
- Good organizational, analytical, problem solving, interpersonal and communication skills;
- Fluency in written and spoken Romanian and Russian; knowledge of English would be an advantage.

The Head of the company (or one of the consultants, designated by the company) will be in charge of the coordination and administrative tasks of the project, as well as being responsible for contacting and informing UN Women CBM Project Specialist and WMW Project Coordinator with regard to all aspects related to the execution of the contract. The Head of the company (or one of the consultants, designated by the company) 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.

**Proposals submission modality:**

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

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

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 RFP14/00 ~~839~~ : **Consultancy services to map new services and update the existing guide on service provision /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 sixty (60) 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: \_\_\_\_\_

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

## Annex IV

### PRICE SCHEDULE

The Contractor is asked to prepare the Financial Proposal as a separate envelop (or PDF file) from the rest of the RFP response as indicated in Section D paragraph 14 of the Instruction to Offerors.

The Financial Proposal 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 Financial Proposal should include figures for both purchase and lease/rent options. 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: RFP14/00239: Consultancy services to map new services and update the existing guide on service provision /UN Women**

#### A. Cost Breakdown per Deliverables

#	Deliverables	# of days and Percentage of Total Price (Weight for payment)	Price, MDL (Lump Sum, All Inclusive)
1	Detailed work plan for conducting the Review and Update, including its scope and focus areas, tentative agenda and list of entities/representatives to be visited during this assignment	10%	
2	First draft of the reviewed and updated Service-providers' Guide, incorporating the findings of the existing information review and the conducted meetings	20%	
3	Second draft of the Guide, based on the desk review, filed visits and validation meetings	20%	
4	Final draft of the reviewed and updated Service-providers' Guide in Romanian, based on the final validation meetings under the tasks 1 and 2	20%	
5	Final version in Russian language (official translation) through revising the existing Russian version	10%	
6	Layout/design of 12 (twelve) posters/infographics on selected services	10%	
7	Final report on the undertaken exercise with the identified shortcomings in access by the vulnerable women and men of the existing information and services and recommendations on how to improve their accessibility	10%	
	<b>Total</b>	<b>100%</b>	<b>MDL ...</b>

*\*Basis for payment tranches*

#### B. Cost Breakdown by Resources

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 agreed to add new deliverables to the scope of Services.

Description of Activity/Item	Number of personnel	Monthly Rate	Period of Engagement	Total Amount
<b>1. Personnel services</b>				
1.1 Services from Home office				



Description of Activity/Item		Number of personnel	Monthly Rate	Period of Engagement	Total Amount
	Expertise 1				
	Expertise 2				
1.2	Services from Overseas				
	Expertise 1				
	Expertise 2				
<b>2.</b>	<b>Out of pocket expenses</b>				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communications				
2.4	Reproduction and Reports				
2.5	Equipment and other items				
<b>3.</b>	<b>Other related costs</b>				
	(specify)				

\*Additional budget details explaining the calculations are welcome.

Annex V

Consortium / Joint venture / Association form

RFP14/00839: Consultancy services to map new services and update the existing guide on service provision /UN Women

**JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM** (to be completed and returned with your technical Proposal or Bid. The Bid/Proposal is submitted as a Joint Venture/Consortium/Association)

<b>JV / Consortium/ Association Information</b>	
<b>Name</b>	
<b>Names of each partner and contact information (address, telephone numbers, fax numbers, e-mail address)</b>	
<b>Name of leading partner (with authority to bind the JV, Consortium, Association during the Bidding process and, in the event a Contract is awarded, during contract execution)</b>	
<b>Proposed proportion of responsibilities between partners (in %) with indication of the type of the Services/Goods/Works to be performed by each</b>	

Signatures of all partners of the JV:

We hereby confirms, that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UN-Women for the fulfillment of the provisions of the Contract.

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

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

## ANNEX VI

### MODEL INSTITUTIONAL SERVICES CONTRACT OR PROFESSIONAL SERVICES CONTRACT

This Contract dated [date] is made

BETWEEN

The UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 42<sup>nd</sup> Street, New York, NY 10017, USA (hereinafter referred to as "UN Women");

and

[official name of company in full], duly incorporated or organized under the laws of [country], with its registered offices at [address] (hereinafter referred to as "the Contractor");

(Both hereinafter separately and jointly referred to as the "Party" or the "Parties").

**WITNESSTH**

WHEREAS, UN Women wishes to obtain the services of the Contractor as set forth below (the "Services") in accordance with the terms and conditions set forth in this Contract (as defined below); and

WHEREAS, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide such services in accordance with the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### Article 1

##### Contract Documents

1.1 This document and the documents listed below ("Contract Documents") constitute the entire agreement between the Parties with regard to the subject matter hereof ("Contract"):

1.1.1 UN Women General Conditions of Contract—Contracts for the Provision of Services, annexed hereto as Annex A ("General Conditions");

1.1.2 Terms of Reference, annexed hereto as Annex B ("TOR") [Include a Terms of Reference setting forth the description of the Services to be procured, clearly evidencing your requirements.]

[1.1.3 Fee Schedule (the "Fee List"); and]

[1.1.4 other annexes that may be relevant]

1.2 The Contract Documents are complementary of one another but,

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

[1.2.4 Fourth, Annex C;]

[1.2.5 Fifth, Annex D;] [and]

[1.2.6... other Annexes]

1.3 This Contract embodies the entire agreement of the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

1.4 Any notice, document or receipt issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Contract shall prevail.

1.5 This Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with this Contract, shall be deemed to include, and shall be interpreted and applied consistently with, the provisions of Article 16 (Settlement of Disputes) and Article 17 (Privileges and Immunities) of the General Conditions.

#### Article 2

##### Effective Date and Term

2.1 This Contract shall take effect on the date both Parties have signed this Contract or if the Parties have signed it on different dates, the date of the latest signature (the "Effective Date").

2.2 This Contract shall remain in effect until [date]/[for a period of time] from the Effective Date], unless earlier terminated in accordance with the terms of this Contract (the "Initial Term"). The United Nations may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [number] additional period[s] of up to [time period] each (the "Extended Term"). The UN shall provide a written notice of its intention to do so at least [number] days prior to the expiration of the then Initial Term.

**Article 3**  
**Representations and Warranties**

- 3.1 The Contractor represents and warrants that:
- 3.1.1 it is duly organized, validly existing and in good standing;
  - 3.1.2 it has all necessary power and authority to execute and perform this Contract;
  - 3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;
  - 3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
  - 3.1.5 all of the information it has provided to UN Women concerning provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;
  - 3.1.6 it is financially solvent and is able to provide the Services to UN Women in accordance with the terms and conditions of the Contract;

**Article 4**  
**Obligations of the Contractor**

4.1 The Contractor shall perform the services described in the TOR (the "Services"), in accordance with the terms and conditions of this Contract.

4.2 The Contractor shall submit to UN Women the deliverables specified hereunder according to the following schedule:

<b>[LIST DELIVERABLES]</b>	<b>[INDICATE DELIVERY DATES]</b>
<i>e.g.</i>	
<i>Progress report</i>	<i>.././....</i>
<i>.....</i>	<i>.././....</i>
<i>Final report</i>	<i>.././....}</i>

4.3 The Parties acknowledge that nothing in this Contract commits, or shall be construed as committing, UN Women to deal with the Contractor as an exclusive or sole-source supplier of the Services.

4.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by [mail, courier and/or fax] to the address specified in Article 17 (Notices) below.

4.5 The Contractor and its Personnel (as defined in Article 4.12 below) shall perform the Services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards.

4.6 Except as expressly provided in this Contract, the Contractor shall be responsible at its sole cost for providing all the necessary Personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services under this Contract.

4.7 The Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract.

4.8 The Contractor acknowledges that (i) UN Women shall have no obligation to provide any assistance to the Contractor in performing the Services other than as expressly set forth herein and in particular the TOR; and (ii) UN Women makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services.

4.9 The Contractor shall at all times keep the premises free of accumulation of waste materials or rubbish caused by its operations. At the completion of the Services, the Contractor shall remove all its waste materials, rubbish, tools, equipment, machinery and surplus materials from, on and around the premises. If the Contractor fails to clean up the premises upon the completion of the Services, the UN may do so, and the Contractor shall be liable for the costs thereof.

4.10 In addition to its obligations under Article 25 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and local labor laws, ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the Services in countries where Services will be performed and the country where the Contractor is incorporated, including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments.

4.11 Except as expressly provided in this Contract, the Contractor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services under this Contract.

4.12 Without limiting and further to Articles 2.1 and 2.2 of the General Conditions, the Contractor shall supervise and be fully responsible and liable for all work and services performed by its personnel, employees, officials, agents, servants, representatives and sub-contractors (or any of those sub-contractors' personnel, employees, officials, agents, servants and representatives) ("Personnel") and for their compliance with the terms and conditions of this Contract. The Contractor shall ensure that all Personnel performing Services under this Contract are qualified, reliable, competent, properly trained, and conform to the highest standards of moral and ethical conduct.

4.13 Without limiting and further to the General Conditions, the Contractor shall be fully responsible and liable for, and UN Women shall not be liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Contract, or (iii) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel. The obligations under this Article do not lapse upon expiration or termination of this Contract.

4.14 The Contractor shall maintain for the term of the Contract detailed financial records, which clearly identify all funds received from UN Women and expended by the Contractor for the implementation of the Contract. The Contractor shall ensure that adequate systems of internal control are put in place to ensure that the financial management of this Contract is conducted with the highest level of due diligence.

4.15 In addition to its obligations under Article 20 (Audits and Investigations) of the General Conditions, the Contractor shall promptly notify UN Women of any legitimate suspicion on the part of the Contractor of fraudulent or corrupt activities or other wrongdoing by UN Women personnel, Contractor's personnel (including its agents or subcontractors) or by other third parties through UN Women. Such notification shall be sent to UN Women in accordance with Article 18 (Notices) of this Contract. The Contractor acknowledges and agrees that this Article 4.15 is an essential term of the Contract and that any breach of this provision 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.

4.16 The Contractor expressly acknowledges and agrees that Article 25 (Observance of the Law) of the General Conditions includes, but is not limited to, Contractor's obligation to undertake all reasonable efforts to ensure that: (a) none of the UN Women funds received under this Contract are used to provide support to individuals or entities associated with terrorism, and (b) the recipients of any amounts provided by UN Women hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision, as well as Article 25 (Observance of the Law) of the General Conditions, must be included in all sub-contracts or sub-agreements entered into by Contractor under this Contract.

4.17 Without limiting and in addition to Article 2.6 of the General Conditions, the Contractor shall ensure that its Personnel abide by all security regulations, policies and procedures of UN Women.

4.18 Without limiting and further to Article 6 (Insurance and Liability) of the General Conditions, the foregoing provisions of this Article 4, and Article 8 (Insurance) below, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract."

4.19 The Contractor shall perform the Services using the personnel listed as key personnel below: [List] (collectively, the "Key Personnel").]

## **Article 5**

### **Contract Price**

5.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a total fixed fee of \_\_\_\_\_ [insert currency & amount in figures and words].

5.2 The fee for the Services provided in Article 5.1 shall remain firm and fixed during the term of the Contract.

5.3 Without prejudice to or limiting the provisions of Article 18 (Tax Exemption) of the General Conditions, the fee for the Services provided hereunder is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with

the performance of its obligations under the Contract, including, all taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity.

5.4 UN Women shall effect payments to the Contractor in accordance with Article 7 (Time and Manner of Payment) below against the Contractor's invoices meeting the requirements of this Article and Article 6 (Submission of Invoices) below. Such invoices are to be submitted only upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon.....	.....	././....
.....	.....	././....

Invoices shall indicate the milestones achieved and corresponding amount payable, and shall include such supporting documentation as UN Women may require.

5.5 All stipends and other allowances, if any, to be paid by UN Women are to be compensated for at rates specified in the Contract, and if not so specified, at rates not to exceed any current rates for the stipend or allowance in question applicable to UN Women.

#### **Article 6 Submission of Invoices**

6.1 The Contractor shall submit to UN Women an original copy of its invoices for all Services supplied to the UN Women in accordance with this Contract, together with such supporting documentation as is required in the preceding Article 5 (Contract Price), as follows:

*[Insert address and contact details for submission of invoices].*

6.2 Without limiting the requirements regarding invoices in Article 5 (Contract Price), above, the Contractor's invoices shall specify, at a minimum, a description of the Services performed in accordance with the Contract, the unit prices in accordance with the Fee Schedule and the total price of the Services.

#### **Article 7 Time and Manner of Payment**

7.1 Payments under this Contract shall be made to the Contractor thirty (30) days from receipt of the Contractor's invoice and supporting documentation and certification by UN Women that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless UN Women disputes the invoice or a portion thereof. All payments due to the Contractor under this Contract shall be made by electronic funds transfer through UNDP Moldova on behalf of UN Women, to the Contractor's bank account, the details of which have been notified by the Contractor, as follows:

- (d) Name of Bank:
- (e) Bank Address:
- (f) Bank ID:
- (g) Account No:
- (h) Title/name:
- (i) Currency of Payment:
- (j) Currency of Bank Account:
- (k) Type of Account:

7.2 Payments made in accordance with this Article shall constitute a complete discharge of UN Women's obligations with respect to the relevant invoices or portions thereof.

7.3 Payments effected by the UN Women to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by UN Women of the Contractor's performance.

7.4 The Contractor acknowledges and agrees that UN Women may withhold payment in respect of any invoice in the event that, in the opinion of UN Women, the Contractor has not performed in accordance with the terms and conditions of this Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

7.5 If UN Women disputes any invoice or a portion thereof, UN Women shall notify the Contractor accordingly, including a brief explanation of why UN Women disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UN Women shall pay the Contractor the amount of the undisputed portion in accordance with Article 7.1 above. UN Women and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UN Women shall pay the Contractor the relevant amount within thirty (30) days after the final resolution of such dispute.

7.6 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that UN Women may have under this Contract, UN Women shall have the right, without prior notice to the Contractor, any such notice being waived by the Contractor, upon any amounts becoming due and payable hereunder to the Contractor, to set off, against any amount payable by UN Women under this Contract, any payment, indebtedness or other claim (including,

without limitation, any overpayment made by UN Women to the Contractor) owing by the Contractor to UN Women hereunder or under any other contract or agreement between the Parties. UN Women shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

7.7 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UN Women in connection with a dispute.

## **Article 8**

### **Review; Improper Performance**

8.1 UN Women reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. UN Women shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by UN Women, at no cost or expense to UN Women.

8.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UN Women's other rights and remedies under this Contract or otherwise, UN Women shall have the following options, to be exercised in its sole discretion:

8.2.1 If UN Women determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UN Women may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UN Women, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [number] days after receipt of the written request from UN Women or within such shorter period as UN Women may have specified in the written request if emergency conditions so require, as determined by UN Women in its sole discretion.

8.2.2 If the Contractor does not promptly take corrective measures or if UN Women reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UN Women may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UN Women obtains the assistance of other entities or persons, the Contractor shall cooperate with UN Women and such entity or person in the orderly transfer of any Services already completed by the Contractor.

8.2.3 If UN Women, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UN Women, at the UN's sole discretion, may terminate the Contract in accordance with Articles 13.1 or 13.2 (second sentence) of the General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

8.3 Neither review nor inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

## **Article 9**

### **Special Conditions**

#### **Liquidated Damages**

9.1 The Contractor acknowledges the requirement of UN Women that the Services be performed in accordance with the TOR. In particular, UN Women will suffer both financial loss and inconvenience as a result of late performance. The Contractor therefore acknowledges that time is of the essence in relation to the provision of the Services.

9.2 In the event of the Contractor's failure to comply with the time periods in the Contract, without prejudice to any other rights or remedies that UN Women may have under this Contract or otherwise, United Nations may, at its sole option, demand liquidated damages for such delay ("Liquidated Damages"). Such Liquidated Damages shall be 0.1% of contract for every day of delay beyond the date upon which the Services were due to have been completed.

9.3 The Parties agree that any rights to terminate this Contract shall have no effect on UN Women's right to claim Liquidated Damages pursuant to this Article.

9.4 UN Women shall have the right to deduct any Liquidated Damages to which it is entitled under the terms of this Contract from any monies due from UN Women to the Contractor, or to recover the same as a debt due from the Contractor.

9.5 Liquidated Damages shall be payable by virtue of the sole fact of the delay without the need for any previous notice or any legal or arbitral proceedings, or proof of damage, which shall in all cases be considered as ascertained.

## **Article 10**

### **Notices**

10.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile, transmitted to the Party for whom such notice or communication is intended, at the address or facsimile number shown

below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract:

If to the Contractor:

[Please insert address of Contractor]

Attn: [name/title]

Fax: [number]

Email: [email]

If to the UN Women:

[Please insert address of UN Women]

Attn: [name/title]

Fax: [number]

Email: [email]

10.2 Notices and other communications required or contemplated by this Contract delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered by facsimile shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date indicated on the facsimile confirmation. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

**Article 11  
Amendment**

Any modification to this Contract shall be in accordance with Article 19 (Modifications) of the General Conditions.

**Article 12  
Miscellaneous**

12.1 Without limiting the provisions of Article 19 (Modifications) of the General Conditions, no terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

12.2 If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12.3 Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever.

12.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

12.5 Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

12.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, only the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have, through their authorized representatives, executed this Contract on the date herein below written.

**FOR [NAME OF CONTRACTOR]**

**FOR UN WOMEN**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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



## Instructions to Offerors

### A. Introduction

#### 1. General

UN WOMEN seeks a national qualified and independent company to undertake a detailed review of existing services provided at the local level by government, civil society organizations and update the existing Guide on Service provision. This Guide was developed with the support of UN Women in 2010 and provides a brief description of each specific service rendered by decentralized and de-concentrated services, eligibility criteria and steps to follow in order to obtain these services. The review will serve as the basis for the new, updated and improved version of the Guide to be used by service providers, local public authorities and community member to increase access to information and services especially of rural and vulnerable women.

The assignment will be performed according to the terms of reference (ToR) contained in the 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;
- (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 (i.e. previous job/contracts reference etc.)
- (c) In the case of a consortium/joint venture/association, the form in Annex V 'as an addendum to the RFP and to be read as Annex V' must be completed, signed and submitted along with your technical proposal, in which case:
  - a) All parties shall be jointly and severally liable to UN-Women for any obligations arising from their proposal or the contract that may be awarded to them as a result of this solicitation exercise; and
  - b) One party shall be designated to act as the focal point to deal with UN-Women. Such party shall have the authority to make decisions binding upon the joint venture, association or consortium during the solicitation process and, in the event a Contract is awarded, during the duration of the contract. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UN-Women
- (d) Price schedule, completed in accordance with clauses 8 and 9;

## 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

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

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

**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: Registry Office/Procurement**

and,

- marked with –  
**“RFP14/00839: Consultancy services to update the existing Guide on Service provision/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](mailto: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 RFP14/00839: Consultancy services to update the existing Guide on Service provision/UN Women”**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for RFP14/00839: Consultancy services to update the existing Guide on Service provision/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 RFP14/00839: Consultancy services to update the existing Guide on Service provision/UN Women”** and separate email **“Financial Proposal: RFP14/00839: Consultancy services to update the existing Guide on Service provision/ 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 **20 August 2014, 13:30, local 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.	<b>Management Plan</b> Expertise of Firm / Organisation submitting Proposal	25%	175					
2.	<b>Proposed Methodology</b> Proposed Work Plan and Approach	40%	280					
3.	<b>Resource Plan</b> Personnel	35%	245					
<b>Total</b>			<b>700</b>					

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 Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

### EVALUATION CRITERIA SCHEME

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Management Plan</b> Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability), in undertaking similar assignments. Litigation and Arbitration history.	20					
1.2	General Organisational Capability which is likely to affect implementation: - Number and type of products relevant to this assignment, produced in the past (20 points) - Age/size of the firm (5 points) - Strength of project management support (max. 10 points) - Loose consortium, holding company or one firm (max 5 points)	40					
1.4	Quality assurance procedures	10					
1.5	Proven cumulative experience in conducting social studies, assessments, with particular focus on the access to services of women and men, especially most vulnerable, (2 years - 10 points, each additional year - 5 points, up to maximum 35 points)	35					
1.6	Relevance of:						
	- Specialized Knowledge, specifically in the area of service provision, assessment of citizens satisfaction with services, etc.	35					
	- Experience in working with different stakeholders, including in security zone and Transnistrian region	20					
	- Previous experience of work with an international organization, particularly UN	15					
		<b>175</b>					

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Proposed Methodology</b> Proposed Work Plan and Approach								
2.1	Is the task well understood and properly addressed and correspond to the ToR?	80						
2.2	Have the important aspects of the task been addressed in sufficient details?	50						
2.3	Are the different components of the project adequately weighted relative to one another?	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?	50						
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50						
		280						

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Resource Plan</b> Personnel								
3.1	Task Manager	Sub-Score	145					
	Education and general qualification	20						
	Suitability for the Project	110						
	- Prior experience of team/group leader/manager in similar projects (3 years of experience - 5 points, each additional year - 3 points, up to max. 15 points)	15						
	- Experience in research and analysis (3 years - 20 points, each additional year - 5 points, up to max. 40 points)	40						
	- Professional experience in the area of task specialization (2 years - 10 points, each additional year - 5 points, up to max. 30 points)	30						
	- Proven knowledge of the security zone and Transnistrian region	15						
	- Previous similar work experience working for international organizations and/or governmental programmes concerning related field	10						
	- Language Qualifications (Fluency in written and spoken Romanian - 5 points and Russian - 5 points; knowledge of English - 5 points)	15						
		145						
3.2	Consultants	Sub-Score	100					
	Education and general qualification	20						
	Suitability for the Project	65						

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
- Experience in research and analysis (3 years - 20 points, each additional year - 2 points, up to max. 30 points)	30							
- Professional experience in the area of task specialization (2 years - 10 points, each additional year - 5 points, up to max. 25 points)	25							
- Proven knowledge of the security zone and Transnistrian region	10							
- Language Qualifications (Fluency in written and spoken Romanian - 5 points and Russian - 5 points; knowledge of English - 5 points)		15						
		100						
<b>Total Part 3</b>			245					
<b>70% of 700 = 490 pts needed to pass technical</b>								

**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**

At the time of award of Contract, UN WOMEN reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions

**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.



### Terms of Reference

#### to undertake a review and update of the existing Service-providers' Guide in the areas of agriculture, land administration (cadastre), business development, employment and social protection in the Republic of Moldova

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<b>Project:</b>	00085725, CBM in Moldova, 00089355, Promoting and Protecting Women Migrant Workers' labour and human rights (WMW) Project
<b>Location:</b>	Various localities of Moldova (with operational JISBs)
<b>Period:</b>	August-December, 2014
<b>Organizer:</b>	UN Women
<b>Participants:</b>	Service Providers, district authorities and representatives of the Government in the field, including in the security zone from both banks of Nistru River

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#### Background:

In February 2013 UN Women launched a new project "Enhance Women's Economic Empowerment in communities on both banks of Nistru River in the Republic of Moldova" (Women's Economic Empowerment in Transnistria, for short). The project supports realization of UNDP Confidence Building Measures Program funded by EU, aiming at promotion of collaborative projects at the community level on both banks of Nistru River.

One of the programme components is focused on creating a platform for women in Dubasari district in the form of Joint Information and Services Bureau (JISB), based on "one-stop-shop" or "one window" approach, to facilitate open access and use of existing opportunities by women in the most effective way shortest leading to the improvement of the quality of life and thus fulfilment of women's human rights. The concept of JISBs was introduced in August 2010 by piloting it in 4 districts and up to day it is operational in 21 districts of Moldova.

The successful implementation of the concept in the above-mentioned districts led to conclusion that it can be replicated in other regions of Moldova, including security zone and Transnistrian region. The results achieved by the project until May 2014, prompted the extension of the period of its implementation to December 2014. It was also decided to cover two additional districts from the security zone of Moldova, so it is currently covering Criuleni, Dubasari and Rezina districts.

Protecting women migrant worker's rights advances the human rights agenda, has a positive bearing on irregular migration and trafficking, contributes to well managed labor migration and good migration governance, and is critical for economic growth and development. In December 2013, UN Women entered into agreement with European Commission to implement a regional project „Promoting and Protecting Women Migrant Workers' labour and human rights: Engaging with international, national human rights mechanisms to enhance accountability" (WMW Project) with 3 pilot countries: Mexico (Latin America), Moldova (Eastern Europe), Philippines (South East Asia). This project strives to promote women migrant worker's rights and protect them against exclusion and exploitation at all stages of migration. It aims to contribute to this overall objective by (a) strengthening strategic international human rights mechanisms, national oversight institutions and governments to ensure accountability to women migrant workers at all stages; (b) strengthening women migrant workers' organizations and their support groups to effectively engage with the above stakeholders to ensure greater accountability to them.

Thus, the WMW Project is intended to generate a range of results which include changes in the awareness, understanding, capacities and responses of the primary target groups – relevant treaty bodies, special procedures mandate holders, UPR, governments, Parliamentarians/Parliamentary secretariats, national human rights mechanisms/institutions - to women migrant workers in the direction of promoting and protecting the latter's rights. Likewise it will capacitate women migrant worker's organizations and their support groups to strategically engage with the above-mentioned stakeholders so as to enhance the letter's accountability to them. In addition to these targeted stakeholders and beneficiaries per country, the action will also engage with high level global/regional inter-governmental processes; on-line knowledge platforms and forums, and the general public through cost effective public awareness initiatives.

#### Rationale

The replication of Joint Information and Services Bureaus (JISB) in districts from the Security Zone are expected to attract population, especially women and the most vulnerable, from the Transnistria region. JISB will create platform for addressing challenges of local population and build trust and confidence between both banks of

the Nistru River. It will also contribute to re-modeling of the public service delivery, mainly in social sector, and will pave the way for increasing cooperation between the district and local authorities and service providers. JISBs will also serve as a good platform for potential labour migrants to get information on their rights and be redirected as required to other institutions for receiving detailed information and guidance prior to departure.

In order to have a complex approach to address the challenges faced by women and other socially-vulnerable population groups from both banks of Nistru River, it is necessary to undertake a review and to update the existing Service-providers' Guide, developed from 2010 in the framework of the Women Economic Empowerment programme. It covered services provided in the areas of business development, agriculture, land administration (cadastre), employment and social protection in the Republic of Moldova. Since then a number of services included in the above-mentioned guide have developed, while the structure of JISBs has changed and new services have been included in the range of services provided by JISBs.

In order to support the LPAs on both district and community level, as well as other service providers to provide the latest information to vulnerable women and men from the rural areas of the Republic of Moldova from both banks of Nistru River, it is necessary to undertake a review exercise and to update the Service Providers' Guide. This will ensure that men and women from the localities of Moldova are benefiting from the up-to-date information and outline the required steps and procedures necessary to access services provided by the service providers at district and community level.

Also, in the view that JISBs proved to be effective in providing services to potential and returned women and men migrants, it is important to have a revision of the Guide from the perspective of relevant services provided at the local level to migrant women and men in the target localities. This revision of provided services from the perspective of migrant women and men, will enhance the accountability of local governments and local services providers to women migrants and their specific needs.

The chapter on provided services and information at the local level relevant to migrant women will be one of the parts under the planned Baseline study/Situational analysis of women migrants in Moldova and will feed the achievement of project result 1: Relevant, high quality knowledge products, advocacy/capacity building tools are produced, strategically disseminated and effectively influence the action's advocacy and capacity strengthening initiatives.

As a result, an updated and exhausted guide will be designed that will cover the majority of services provided by the JISBs. To achieve this objective, UN Women is planning to contract local company(ies)/organisation(s) with sufficient technical and human resources to undertake a detailed review and update of the existing Service-providers' Guide, developed by UN Women from 2010.

### **Scope of Work**

The objective of the assignment is to undertake a detailed review of services currently provided by Joint Information and Services Bureaus as well as undertake a mapping of new services in the identified areas and develop an updated Guide on Service provision. Current version of the Guide was updated with the support of UN Women in 2010 and provides a brief description of each specific service rendered by decentralized and de-concentrated services in the districts of Moldova, eligibility criteria and steps to follow in order to obtain these services. The review will allow to align the Guide with the recent changes in service provision areas as well as to enrich it with additional services that are currently not provided by the JISBs. The Guide will be used primarily by service providers and local public authorities to increase access of women and men to information and services in the priority domains.

#### **Tasks to be performed**

In order to achieve the objectives of this assignment, the selected company will be responsible for undertaking the following tasks:

**Task 1.** Update the description of services currently included in the Guide on services provided at the local level taking into account changes/updates in the laws, policies and regulation of these services, in the area of:

- Agriculture, Land and Cadastre
- Social Protection and Assistance
- Employment
- Business and entrepreneurship development
- Legal support services

**Task 2.** Identify, map and provide description of the services (currently not part of the Guide) that will be offered to women and men in rural communities as part Joint Information and Services Bureaus in the areas of:

- civil registration/documentation,
- services for women and children victims of domestic violence,

- services for potential and returned migrants as well as those in migration,
- opportunities for education, training, and re-training provided by professional vocational institutions and others on a permanent basis, and include the description of these services into the updated version of the Guide.

To complete these tasks, the company shall:

Under the Task 1:

1. Undertake review of laws, policies and regulations and other documents relevant to the provision of services in the mentioned areas with focus on the updates and changes occurred during 2010-2014;
2. Based on this, review the current version of the Guide and amend the description of services, eligibility criteria and steps to be followed by potential beneficiaries to apply for and benefit from these services, including by eliminating any outdated or no-longer-relevant information;
3. Conducting a series of meetings with relevant representatives of central authorities and/or local service providers (as need be) to officially validate these amendments with minutes of key meetings.

Under the Task 2:

1. Undertake a desk review of all relevant documents regarding the provisions of services in the named areas provided by various service providers. To map services by types of service providers and their locations, process and procedures of rendering the services, including indicating if it is a paid service, eligibility criteria, and others. This will be done, including through close consultations with service providers in the regions as well as relevant central authorities, and CSOs;
2. Based on the above, update the Guide to include the new services in the areas described under the Task 2. Please note that a specific focus on the access to services by vulnerable women and men, including Romani and other minority women, women with disabilities, women living with or affected by HIV/AIDS, etc. and a special chapter on relevant information and services for women and men migrants are required.
3. Conduct series of validation meetings with representatives of central and local public authorities, local service providers, CSOs, community based organizations/groups etc. from 22 districts<sup>1</sup>, where the JISBs are already operational and others, as needed, with the overall aim to validate the findings of the review in each area of service provision. It is recommended to group the representatives by geographical areas in order to have up to 5 validation meetings, i.e. North, Centre, South, Gagauzia and Security Zone of Moldova;

After completing these two tasks, the company will have to:

1. Finalize the Guide (following the existing structure) as per the feedback and conclusion of the validation meetings to include services mentioned under the Task 1 and Task 2.
2. Organize and facilitate a final one-day validation meeting in Chisinau with the representatives from selected districts and relevant central and local public authorities and CSOs, for about 100 participants;
3. Present final version of the Service-providers' Guide at the event organized by UN Women, if any;
4. Develop and present layout/design of minimum of 12 (twelve) posters/infographics on selected services focusing on the process of rendering a service for women and men from vulnerable groups (the list to be determined through consultation with UN women). Note: one from each of the service provision area will be selected).
5. Develop and present a final report including a description of initiatives undertaken for the fulfillment of both tasks and recommendations undertaking similar work in future.

**Deliverables and Timeframe**

During the implementation of this assignment, the company shall be responsible for delivering of the following outputs, comprising of the main milestones:

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<sup>1</sup> Anenii Noi, Briceni, Calarasi, Cantemir, Cimislia, Criuleni, Drochia, Dubasari, Falesti, Glodeni, Nisporeni, Orhei, Rezina, Riscani, Singerei, Sodanesti, Soroca, Stefan Voda, Strasenii, Telenesti, Ungheni and Comrat

No	Deliverables	Tentative timeframe for accomplishment of task	Tentative percentage of milestone/output
1.	Detailed work plan, including its scope and focus areas, tentative agenda and list of entities/representatives to be consulted with during this assignment	within 5 days from contract signature	10%
2.	First draft of the reviewed and updated Service-providers' Guide, incorporating the findings of the existing information review and the conducted meetings (Task 1)	Within 4 weeks of contract signature,	20%
3.	Second draft of the Guide to include new services (as stipulated under the Task 2) based on the desk review, filed visits and validation meetings	Within 10 weeks of contract signature	20%
4.	Final draft of the reviewed and updated Service-providers' Guide in Romanian, based on the final validation meetings under the tasks 1 and 2	Within 12 weeks of contract signature	20%
5.	Final version in Russian language (official translation) through revising the existing Russian version	Within 13 weeks	10%
6.	Layout/design of 12 posters/infographics on selected services	Within 16 weeks of contract signature	10%
7.	Final report in English on the undertaken exercise with the identified shortcomings in access by the vulnerable women and men of the existing information and services and recommendations on how to improve their accessibility	Within 17 weeks of contract signature	10%

All deliverables should be agreed with UN WOMEN Team and provided in Romanian, while final version of the Guide provided both in Romanian and Russian (official translation) and the final report to be presented only in English.

**Note:** The indicated tentative timeframe has been estimated as being sufficient/feasible for the envisaged volume of work to be completed successfully and is proposed as a guideline for the duration of the assignment. It cannot and shall not be used as criteria for completion of work/assignment. The provision of envisaged deliverables approved by the Project shall be the only criteria for Company's work being completed and eligible for payment/s.

#### **Management arrangements**

**Organizational Setting:** The Company **will work under the direct supervision and guidance of UN Women CBM Project Specialist and WMW Project Coordinator** and in close collaboration with central and local public administration, local service providers and CSOs, including from the security zone. The company will report to **UN Women CBM Project Specialist and WMW Project Coordinator**.

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

The Head of the company will liaise at all times with CBM Project Specialist and WMW Project Coordinator, who will provide advice, guidance and information, as appropriate.

#### **Inputs**

UN Women will provide the Contractor with the necessary information on the JISBs activity, JISB Contact details, and materials for a better understanding of the context and for the successful fulfillment of the tasks. The guide will be provided in Romanian and Russian.

#### **Duration of the Work:**

It is expected that the company shall begin work by 15 September 2014 with work being completed before or on 25 December 2014, in conformity with the indicative timeframe described under "Deliverables and Timeframe" section. However, the above-mentioned timeframe is tentative. The specific sequencing and timeframe of activities will be established once the Contractor is identified and the work plan approved.

#### **Travel and other logistic arrangements**

Transportation for field visits and meetings will not be provided and shall be organized and covered by the Contractor. The Contractor will also be responsible for all administrative issues associated with undertaking this assignment, including all consultations and meetings. In the case of unforeseeable travel, payment of travel costs should be agreed upon, between UN Women and the Contractor, prior to travel and will be reimbursed.

#### **Performance evaluation**

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

#### **Financial arrangements**

Payment shall be made in installments upon achievement and approval of corresponding milestones, certified by the CBM Project Specialist, indicating that the services have been satisfactorily performed.

#### **Required qualification for eligible Companies**

The qualifications that make a Company eligible for this assignment are:

1. Officially registered legal entity;
2. At least 2 years of experience in conducting social studies, with particular focus on gender mainstreaming;
3. Good knowledge of the rural sector in Moldova, especially in the area service provision
4. At least 2 years of proven knowledge and successful development and implementation of assessment activities;
5. At least 2 years of experience in working with different stakeholders at local and regional level; work in security zone and Transnistrian region would be an advantage;
6. Previous experience of work with an international organization, particularly UN;
7. Possesses technical and human resources for successful implementation of the assignment and/or has capacities to subcontract external consultants or NGOs/companies;
8. Track record of at least 1 (one) similar project.

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 at least 2 team members (**consultants**) with experience in service provision systems in one or more of the fields mentioned in the title; HRBA and Gender Mainstreaming.

#### **The proposed team of consultants should have:**

- University degree in economics, social, finance, statistics or other related fields;
- 3 years of proven experience of research and analysis in the social, economic or other related fields;
- At least 2 years of experience working with different stakeholders at local and regional level; work in security zone and Transnistrian region would be an advantage;
- Excellent analytical skills, ability to synthesize and clearly present complex processes and issues to service the information needs of diverse audiences;
- Excellent writing skills, ability to write in a structured, lucid and concise manner, without losing the depth of the substance;
- Knowledge of service provision systems in one or more of the fields mentioned in the title is an advantage;
- Previous similar work experience working for international organizations and/or governmental programmes concerning related field;
- Good organizational, analytical, problem solving, interpersonal and communication skills;
- Fluency in written and spoken Romanian and Russian; knowledge of English would be an advantage.

The Head of the company (or one of the consultants, designated by the company) will be in charge of the coordination and administrative tasks of the project, as well as being responsible for contacting and informing UN Women CBM Project Specialist and WMW Project Coordinator with regard to all aspects related to the execution of the contract. The Head of the company (or one of the consultants, designated by the company) 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.

#### **Proposals submission modality:**

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

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

**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 RFP14/00839: **Consultancy services to update the existing Guide on Service provision/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 sixty (60) 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: \_\_\_\_\_

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

## Annex IV

### PRICE SCHEDULE

The Contractor is asked to prepare the Financial Proposal as a separate envelop (or PDF file) from the rest of the RFP response as indicated in Section D paragraph 14 of the Instruction to Offerors.

The Financial Proposal 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 Financial Proposal should include figures for both purchase and lease/rent options. 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: RFP14/00839: Consultancy services to update the existing Guide on Service provision/UN Women**

##### **A. Cost Breakdown per Deliverables**

#	Deliverables	# of days and Percentage of Total Price (Weight for payment)	Price, MDL (Lump Sum, All Inclusive)
1	Detailed work plan for conducting the Review and Update, including its scope and focus areas, tentative agenda and list of entities/representatives to be visited during this assignment	10%	
2	First draft of the reviewed and updated Service-providers' Guide, incorporating the findings of the existing information review and the conducted meetings	20%	
3	Second draft of the Guide, based on the desk review, filed visits and validation meetings	20%	
4	Final draft of the reviewed and updated Service-providers' Guide in Romanian, based on the final validation meetings under the tasks 1 and 2	20%	
5	Final version in Russian language (official translation) through revising the existing Russian version	10%	
6	Layout/design of 12 (twelve) posters/infographics on selected services	10%	
7	Final report on the undertaken exercise with the identified shortcomings in access by the vulnerable women and men of the existing information and services and recommendations on how to improve their accessibility	10%	
	Total	<b>100%</b>	MDL ...

*\*Basis for payment tranches*

##### **B. Cost Breakdown by Resources**

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 agreed to add new deliverables to the scope of Services.

Description of Activity/Item	Number of personnel	Monthly Rate	Period of Engagement	Total Amount
<b>1. Personnel services</b>				
1.1 Services from Home office				

Description of Activity/Item		Number of personnel	Monthly Rate	Period of Engagement	Total Amount
	Expertise 1				
	Expertise 2				
1.2	Services from Overseas				
	Expertise 1				
	Expertise 2				
<b>2.</b>	<b>Out of pocket expenses</b>				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communications				
2.4	Reproduction and Reports				
2.5	Equipment and other items				
<b>3.</b>	<b>Other related costs</b>				
	(specify)				

\*Additional budget details explaining the calculations are welcome.



**Annex V**

**Consortium / Joint venture / Association form**

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RFP14/00839: **Consultancy services to update the existing Guide on Service provision/UN Women**

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**JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM** (to be completed and returned with your technical Proposal or Bid. The Bid/Proposal is submitted as a Joint Venture/Consortium/Association)

<b>JV / Consortium/ Association Information</b>	
<b>Name</b>	
<b>Names of each partner and contact information</b> (address, telephone numbers, fax numbers, e-mail address)	
<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the Bidding process and, in the event a Contract is awarded, during contract execution)	
<b>Proposed proportion of responsibilities between partners (in %) with indication of the type of the Services/Goods/Works to be performed by each</b>	

Signatures of all partners of the JV:

We hereby confirms, that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UN-Women for the fulfillment of the provisions of the Contract.

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

## ANNEX VI

### MODEL INSTITUTIONAL SERVICES CONTRACT OR PROFESSIONAL SERVICES CONTRACT

This Contract dated [date] is made

BETWEEN

The UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 42<sup>nd</sup> Street, New York, NY 10017, USA (hereinafter referred to as “UN Women”);

and

[official name of company in full], duly incorporated or organized under the laws of [country], with its registered offices at [address] (hereinafter referred to as “the Contractor”);

(Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

#### WITNESSTH

**WHEREAS**, UN Women wishes to obtain the services of the Contractor as set forth below (the “Services”) in accordance with the terms and conditions set forth in this Contract (as defined below); and

**WHEREAS**, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide such services in accordance with the terms and conditions set forth in this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### Article 1

##### Contract Documents

1.1 This document and the documents listed below (“Contract Documents”) constitute the entire agreement between the Parties with regard to the subject matter hereof (“Contract”):

1.1.1 UN Women General Conditions of Contract—Contracts for the Provision of Services, annexed hereto as Annex A (“General Conditions”);

1.1.2 Terms of Reference, annexed hereto as Annex B (“TOR”) [*Include a Terms of Reference setting forth the description of the Services to be procured, clearly evidencing your requirements.*]

[1.1.3 *Fee Schedule (the “Fee List”)*]; [and]

[1.1.4 *other annexes that may be relevant*]]

1.2 The Contract Documents are complementary of one another but,

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

[1.2.4 *Fourth, Annex C;*]

[1.2.5 *Fifth, Annex D;*] [and]

[1.2.6... *other Annexes*]

1.3 This Contract embodies the entire agreement of the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

1.4 Any notice, document or receipt issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Contract shall prevail.

1.5 This Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with this Contract, shall be deemed to include, and shall be interpreted and applied consistently with, the provisions of Article 16 (Settlement of Disputes) and Article 17 (Privileges and Immunities) of the General Conditions.

#### Article 2

##### Effective Date and Term

2.1 This Contract shall take effect on the date both Parties have signed this Contract or if the Parties have signed it on different dates, the date of the latest signature (the “Effective Date”).

2.2 This Contract shall remain in effect until [date]/[for a period of time] from the Effective Date], unless earlier terminated in accordance with the terms of this Contract (the “Initial Term”). The United Nations may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [number] additional period[s] of up to [time period] each (the “Extended Term”). The UN shall provide a written notice of its intention to do so at least [number] days prior to the expiration of the then Initial Term.

**Article 3  
Representations and Warranties**

- 3.1 The Contractor represents and warrants that:
  - 3.1.1 it is duly organized, validly existing and in good standing;
  - 3.1.2 it has all necessary power and authority to execute and perform this Contract;
  - 3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;
  - 3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
  - 3.1.5 all of the information it has provided to UN Women concerning provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;
  - 3.1.6 it is financially solvent and is able to provide the Services to UN Women in accordance with the terms and conditions of the Contract;

**Article 4  
Obligations of the Contractor**

4.1 The Contractor shall perform the services described in the TOR (the “Services”), in accordance with the terms and conditions of this Contract.

4.2 The Contractor shall submit to UN Women the deliverables specified hereunder according to the following schedule:

<b>[LIST DELIVERABLES]</b>	<b>[INDICATE DELIVERY DATES]</b>
[e.g.	
Progress report	.././....
.....	.././....
Final report	.././....]

4.3. The Parties acknowledge that nothing in this Contract commits, or shall be construed as committing, UN Women to deal with the Contractor as an exclusive or sole-source supplier of the Services.

4.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by [mail, courier and/or fax] to the address specified in Article 17 (Notices) below.

4.5 The Contractor and its Personnel (as defined in Article 4.12 below) shall perform the Services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards.

4.6 Except as expressly provided in this Contract, the Contractor shall be responsible at its sole cost for providing all the necessary Personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services under this Contract.

4.7 The Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract.

4.8 The Contractor acknowledges that (i) UN Women shall have no obligation to provide any assistance to the Contractor in performing the Services other than as expressly set forth herein and in particular the TOR; and (ii) UN Women makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services.

4.9 The Contractor shall at all times keep the premises free of accumulation of waste materials or rubbish caused by its operations. At the completion of the Services, the Contractor shall remove all its waste materials, rubbish, tools, equipment, machinery and surplus materials from, on and around the premises. If the Contractor fails to clean up the premises upon the completion of the Services, the UN may do so, and the Contractor shall be liable for the costs thereof.

4.10 In addition to its obligations under Article 25 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and local labor laws, ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the Services in countries where Services will be performed and the country where the Contractor is incorporated, including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments.

4.11 Except as expressly provided in this Contract, the Contractor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services under this Contract.

4.12 Without limiting and further to Articles 2.1 and 2.2 of the General Conditions, the Contractor shall supervise and be fully responsible and liable for all work and services performed by its personnel, employees, officials, agents, servants, representatives and sub-contractors (or any of those sub-contractors' personnel, employees, officials, agents, servants and representatives) ("Personnel") and for their compliance with the terms and conditions of this Contract. The Contractor shall ensure that all Personnel performing Services under this Contract are qualified, reliable, competent, properly trained, and conform to the highest standards of moral and ethical conduct.

4.13 Without limiting and further to the General Conditions, the Contractor shall be fully responsible and liable for, and UN Women shall not be liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Contract, or (iii) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel. The obligations under this Article do not lapse upon expiration or termination of this Contract.

4.14 The Contractor shall maintain for the term of the Contract detailed financial records, which clearly identify all funds received from UN Women and expended by the Contractor for the implementation of the Contract. The Contractor shall ensure that adequate systems of internal control are put in place to ensure that the financial management of this Contract is conducted with the highest level of due diligence.

4.15 In addition to its obligations under Article 20 (Audits and Investigations) of the General Conditions, the Contractor shall promptly notify UN Women of any legitimate suspicion on the part of the Contractor of fraudulent or corrupt activities or other wrongdoing by UN Women personnel, Contractor's personnel (including its agents or subcontractors) or by other third parties through UN Women. Such notification shall be sent to UN Women in accordance with Article 18 (Notices) of this Contract. The Contractor acknowledges and agrees that this Article 4.15 is an essential term of the Contract and that any breach of this provision 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.

4.16 The Contractor expressly acknowledges and agrees that Article 25 (Observance of the Law) of the General Conditions includes, but is not limited to, Contractor's obligation to undertake all reasonable efforts to ensure that: (a) none of the UN Women funds received under this Contract are used to provide support to individuals or entities associated with terrorism, and (b) the recipients of any amounts provided by UN Women hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision, as well as Article 25 (Observance of the Law) of the General Conditions, must be included in all sub-contracts or sub-agreements entered into by Contractor under this Contract.

4.17 Without limiting and in addition to Article 2.6 of the General Conditions, the Contractor shall ensure that its Personnel abide by all security regulations, policies and procedures of UN Women.

4.18 Without limiting and further to Article 6 (Insurance and Liability) of the General Conditions, the foregoing provisions of this Article 4, and Article 8 (Insurance) below, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract."

4.19 The Contractor shall perform the Services using the personnel listed as key personnel below: [List] (collectively, the "Key Personnel").]

## **Article 5 Contract Price**

5.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a total fixed fee of \_\_\_\_\_ [insert currency & amount in figures and words].

5.2 The fee for the Services provided in Article 5.1 shall remain firm and fixed during the term of the Contract.

5.3 Without prejudice to or limiting the provisions of Article 18 (Tax Exemption) of the General Conditions, the fee for the Services provided hereunder is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with

the performance of its obligations under the Contract, including, all taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity.

5.4 UN Women shall effect payments to the Contractor in accordance with Article 7 (Time and Manner of Payment) below against the Contractor's invoices meeting the requirements of this Article and Article 6 (Submission of Invoices) below. Such invoices are to be submitted only upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon.....	.....	././....
.....	.....	././....

Invoices shall indicate the milestones achieved and corresponding amount payable, and shall include such supporting documentation as UN Women may require.

5.5 All stipends and other allowances, if any, to be paid by UN Women are to be compensated for at rates specified in the Contract, and if not so specified, at rates not to exceed any current rates for the stipend or allowance in question applicable to UN Women.

## **Article 6**

### **Submission of Invoices**

6.1 The Contractor shall submit to UN Women an original copy of its invoices for all Services supplied to the UN Women in accordance with this Contract, together with such supporting documentation as is required in the preceding Article 5 (Contract Price), as follows:

*[Insert address and contact details for submission of invoices].*

6.2 Without limiting the requirements regarding invoices in Article 5 (Contract Price), above, the Contractor's invoices shall specify, at a minimum, a description of the Services performed in accordance with the Contract, the unit prices in accordance with the Fee Schedule and the total price of the Services.

## **Article 7**

### **Time and Manner of Payment**

7.1 Payments under this Contract shall be made to the Contractor thirty (30) days from receipt of the Contractor's invoice and supporting documentation and certification by UN Women that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless UN Women disputes the invoice or a portion thereof. All payments due to the Contractor under this Contract shall be made by electronic funds transfer through UNDP Moldova on behalf of UN Women, to the Contractor's bank account, the details of which have been notified by the Contractor, as follows:

- (d) Name of Bank:
- (e) Bank Address:
- (f) Bank ID:
- (g) Account No:
- (h) Title/name:
- (i) Currency of Payment:
- (j) Currency of Bank Account:
- (k) Type of Account:

7.2 Payments made in accordance with this Article shall constitute a complete discharge of UN Women's obligations with respect to the relevant invoices or portions thereof.

7.3 Payments effected by the UN Women to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by UN Women of the Contractor's performance.

7.4 The Contractor acknowledges and agrees that UN Women may withhold payment in respect of any invoice in the event that, in the opinion of UN Women, the Contractor has not performed in accordance with the terms and conditions of this Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

7.5 If UN Women disputes any invoice or a portion thereof, UN Women shall notify the Contractor accordingly, including a brief explanation of why UN Women disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UN Women shall pay the Contractor the amount of the undisputed portion in accordance with Article 7.1 above. UN Women and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UN Women shall pay the Contractor the relevant amount within thirty (30) days after the final resolution of such dispute.

7.6 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that UN Women may have under this Contract, UN Women shall have the right, without prior notice to the Contractor, any such notice being waived by the Contractor, upon any amounts becoming due and payable hereunder to the Contractor, to set off, against any amount payable by UN Women under this Contract, any payment, indebtedness or other claim (including,

without limitation, any overpayment made by UN Women to the Contractor) owing by the Contractor to UN Women hereunder or under any other contract or agreement between the Parties. UN Women shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

7.7 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UN Women in connection with a dispute.

## **Article 8**

### **Review; Improper Performance**

8.1 UN Women reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. UN Women shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by UN Women, at no cost or expense to UN Women.

8.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UN Women's other rights and remedies under this Contract or otherwise, UN Women shall have the following options, to be exercised in its sole discretion:

8.2.1 If UN Women determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UN Women may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UN Women, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [number] days after receipt of the written request from UN Women or within such shorter period as UN Women may have specified in the written request if emergency conditions so require, as determined by UN Women in its sole discretion.

8.2.2 If the Contractor does not promptly take corrective measures or if UN Women reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UN Women may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UN Women obtains the assistance of other entities or persons, the Contractor shall cooperate with UN Women and such entity or person in the orderly transfer of any Services already completed by the Contractor.

8.2.3 If UN Women, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UN Women, at the UN's sole discretion, may terminate the Contract in accordance with Articles 13.1 or 13.2 (second sentence) of the General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

8.3 Neither review nor inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

## **Article 9**

### **Special Conditions**

#### **Liquidated Damages**

9.1 The Contractor acknowledges the requirement of UN Women that the Services be performed in accordance with the TOR. In particular, UN Women will suffer both financial loss and inconvenience as a result of late performance. The Contractor therefore acknowledges that time is of the essence in relation to the provision of the Services.

9.2 In the event of the Contractor's failure to comply with the time periods in the Contract, without prejudice to any other rights or remedies that UN Women may have under this Contract or otherwise, United Nations may, at its sole option, demand liquidated damages for such delay ("Liquidated Damages"). Such Liquidated Damages shall be 0.1% of contract for every day of delay beyond the date upon which the Services were due to have been completed.

9.3 The Parties agree that any rights to terminate this Contract shall have no effect on UN Women's right to claim Liquidated Damages pursuant to this Article.

9.4 UN Women shall have the right to deduct any Liquidated Damages to which it is entitled under the terms of this Contract from any monies due from UN Women to the Contractor, or to recover the same as a debt due from the Contractor.

9.5 Liquidated Damages shall be payable by virtue of the sole fact of the delay without the need for any previous notice or any legal or arbitral proceedings, or proof of damage, which shall in all cases be considered as ascertained.

## **Article 10**

### **Notices**

10.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile, transmitted to the Party for whom such notice or communication is intended, at the address or facsimile number shown

below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract:

If to the Contractor:

[Please insert address of Contractor]

Attn: [name/title]

Fax: [number]

Email: [email]

If to the UN Women:

[Please insert address of UN Women]

Attn: [name/title]

Fax: [number]

Email: [email]

10.2 Notices and other communications required or contemplated by this Contract delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered by facsimile shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date indicated on the facsimile confirmation. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

**Article 11  
Amendment**

Any modification to this Contract shall be in accordance with Article 19 (Modifications) of the General Conditions.

**Article 12  
Miscellaneous**

12.1 Without limiting the provisions of Article 19 (Modifications) of the General Conditions, no terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

12.2 If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12.3 Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever.

12.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

12.5 Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

12.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, only the Parties and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, the Parties have, through their authorized representatives, executed this Contract on the date herein below written.

**FOR [NAME OF CONTRACTOR]**

**FOR UN WOMEN**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

# GENERAL CONDITIONS OF CONTRACT

## CONTRACTS 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.

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