

Request for Proposal (RFP)

Date: 07 August 2014

Dear Sir/Madam,

**Subject: RFP14/00 848: Consultancy services for facilitation of gender self-assessment and monitoring of audio-visual, print and on-line media in the Republic of Moldova before, during and after the elections**

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1. You are requested to submit a proposal for [facilitation of gender self-assessment and monitoring of audio-visual, print and on-line media in the Republic of Moldova before, during and after the elections, 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 **28 August 2014, 16:30 (Chisinau time)**, 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 “RFP14/00 848: Consultancy services for facilitation of gender self-assessment and monitoring of audio-visual, print and on-line media in the Republic of Moldova before, during and after the elections/UN Women”

Contact person for clarifications: Corneliu Eftodi, National Programme Officer, UN Women  
([corneliu.eftodi@unwomen.org](mailto:corneliu.eftodi@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. 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, Republic of Moldova



## Instructions to Offerors

### A. Introduction

#### 1. General

UN Women seeks a qualified and independent organization or association to replicate the media gender self-assessment with special focus on the role of women in decision making and in politics and portrayal of women migrants and carry out media monitoring on their gender sensitivity to political and social reporting.

#### 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. (e.g. financial statement for most current year, previous job/contracts reference, accreditations, 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 one hundred and twenty (120) 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 –  
**“RFP14/00848: Consultancy services for facilitation of gender self-assessment and monitoring of audio-visual, print and on-line media in the Republic of Moldova before, during and after the elections/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 RFP14/00848: Consultancy services for facilitation of gender self-assessment and monitoring of audio-visual, print and on-line media in the Republic of Moldova before, during and after the elections/UN Women”**

The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for : RFP14/00848: Consultancy services for facilitation of gender self-assessment and monitoring of audio-visual, print and on-line media in the Republic of Moldova before, during and after the elections/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 : RFP14/00848: Consultancy services for facilitation of gender self-assessment and monitoring of audio-visual, print and on-line media in the Republic of Moldova before, during and after the elections/UN Women”** and separate email **“Financial Proposal for: RFP14/00848: Consultancy services for facilitation of gender self-assessment and monitoring of audio-visual, print and on-line media in the Republic of Moldova before, during and after the elections/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 **28 August 2014, 16:30 (Chisinau time)**.

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

#### **16. Late Proposals**

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

#### **17. Modification and withdrawal of Proposals**

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

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

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

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

### **E. Opening and Evaluation of Proposals**

#### **18. Opening of proposals**

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

#### **19. Clarification of proposals**

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

#### **20. Preliminary examination**

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

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

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

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

## 21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 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 1429 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:

$$B = T + \frac{C_{low}}{C} \times 429,$$

where

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

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

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

### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company				
				A	B	C	D	E
1.	Offerors's Expertise and Capacity	34%	340					
2.	Proposed Concept, Work Plan and Approach	40%	400					
3.	Personnel	26%	260					
<b>Total</b>			<b>1000</b>					

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points Obtainable
<b>1.</b>	<b>Offeror's Expertise and Capacity, including:</b>	
1.1	Reputation of Organisation and Staff (Competence/Reliability) in facilitation of media self assessment, inclosing gender self-assessment or any other type of media assessments	80



1.2	General Organisational Capability which is likely to affect implementation (i.e. number and type of products/assessments produced in the past)	80
1.3	Quality insurance procedures	20
1.4	Relevance of:	80
	- Specialized Knowledge	30
	- Experience in similar Projects	30
	- Experience with donor/international and/or national governmental organisations	20
1.5	Proven cumulative experience in development of methodologies for assessments, working with media, organization of trainings, facilitation of long-term exercises, data collection, processing and evaluation of the results of the gender self-assessment exercise, submission of assessment reports	80
	- less than 3 years	40
	- between 3 and 5 years	60
	- more than 5 years	80
Total Part 1		<b>340</b>

Technical Proposal Evaluation Form 2		Points Obtainable
<b>Proposed Work Plan and Methodology</b>		
2.1	The task is well understood and properly (in sufficient detail) addressed and correspond to the ToR	85
2.2	Important aspects of the task are addressed in sufficient details	80
2.3	Different components of the project are adequately weighted relative to one another	80
2.4	Proposal is based on a survey of the project environment, data input is properly used in the preparation of the proposal	85
2.5	Efficient and realistic work plan corresponding to the needs/specifics stipulated in the TOR (sequence of activities is realistic and will ensure effective implementation of the work plan, plan is falling in indicated under the ToR time frames)	70
Total Part 2		<b>400</b>

Technical Proposal Evaluation Form 3			Points Obtainable
<b>Personnel</b>			
3.1.	<b>Task Manager/Team leader</b>	Sub-score	<b>140</b>
	Education and general qualification	20	
	<b>Prior experience of team/group leader/manager in undertaking similar exercise (Suitability for the Project)</b>	50	
	- less than 3 years	20	
	- 3-5 years	30	
	- more than 5 years	50	
	<b>Professional experience in the area of specialization (experience in developing and undertaking media self assessments, evaluations, analytical skills)</b>	40	
	- less than 3 years	15	
	- 3-5 years	25	
	- more than 5 years	40	
	Knowledge of national media environment	15	
	Experience with UN or other donor organizations	5	
	Language qualifications: Fluency in Romanian, English and Russian	10	
Sub-Score		<b>140</b>	
3.2	<b>Team members/experts</b>	Sub-score	<b>120</b>
	Education and general qualification	20	
	Professional experience in media research and/or analytical experience and report writing in the relevant area of specialization	70	

	○ less than 3 years	40		
	○ 3-5 years	60		
	○ more than 5 years	80		
	Knowledge of media environment		15	
	Experience with UN or other donor agencies		5	
	Language qualifications: Fluency in Romanian and English or Russian		10	
	Sub-score		<b>120</b>	
	Total Part 3			<b>260</b>

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

#### **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.

## Terms of Reference

### Facilitation of gender self-assessment and monitoring of audio-visual, print and on-line media in the Republic of Moldova before, during and after the elections

October, 2014 - December, 2015

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#### BACKGROUND:

UN Women, grounded in the vision of equality enshrined in the Charter of the United Nations, works for the elimination of discrimination against women and girls; the empowerment of women; and the achievement of equality between women and men as partners and beneficiaries of development, human rights, humanitarian action and peace and security. Placing women's rights at the center of all its efforts, UN Women leads and coordinates United Nations system efforts to ensure that commitments on gender equality and gender mainstreaming translate into action throughout the world. It provides strong and coherent leadership in support of Member States' priorities and efforts, building effective partnerships with civil society and other relevant actors.

UN Women is operational in Moldova since 2010 on the basis of former UNIFEM projects, which were laid and active in the country from 2007. It extended continuous support to the Government of Moldova, to key stakeholders from national and local levels, through various programmes and activities aimed at creating an enabling environment for gender equality, recognized as a prerequisite for sustainable development with a strong and active policy on gender equality

In 2014, UNDP jointly with UN Women and in partnership with the East Europe Foundation (EEF) and the Centre for Participatory Development (CPD) started a new programme in Moldova: "Enhancing Women's Political Representation through improved capacity and enhanced support in Moldova" (Women in Politics). The programme aims at ensuring an increased participation of women in politics and in the decision-making process by creating an environment conducive to their meaningful participation, and providing support to capacity development of women before, during and after the elections at the central and local levels. It will also seek to promote increased public awareness of women's contribution to political leadership. The proposed programme will support the realization of women's rights and commitments undertaken by the Government of Moldova.

The programme purpose is to support gender equality advocates in creating a favourable environment for advancing women's right to participate in decision making at national and local levels by influencing legal frameworks and policies to increase women's leadership and political participation.

The programme consists of two inter-related components, and each UN Agency is responsible for the implementation of activities under particular areas of intervention. UN Women will be responsible for the overall programme implementation, and will be leading the specific parts related to the election legislation review and high-level advocacy for Temporary Special Measures (TSM), media capacity development, capacity of CSOs and women candidates, work with the communities and women on identifying their needs, among others. UNDP's area of responsibility is related to the electoral assistance and administration, parliamentary affairs and capacity building of elected women and builds further on the results achieved through the previous and on-going support to the institutional capacity development of the Parliament and the Central Elections Commission (CEC) with a focus on enhancing capacities of the Election Management Bodies on gender responsive electoral management and on strengthening capacities of elected women parliamentarians and councillors for performing the elected official's duties.

Also, 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.

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.

Since migrant women have a promising potential for local development and are becoming true "agents of change" in their families and local communities, it is important that public perception shaped by the media picks up these new gender realities and discovers the true contribution of women migrants. But a shift in perception is made difficult if migrant women continue to be labelled in the media as "victims", "prostitutes", and mothers who left carelessly their children behind, and not those who actively contribute to the economy and bring new skills and "social remittances" to their local communities. Thus, there is a need to critically analyse the image of migrant women in the media and to improve the level of awareness and gender sensitivity of media organizations when covering the subject of migration and as a result, to debunk the popular stereotypes and myths tied to the image of migrant women and change their public perception

#### **RATIONALE:**

An assessment that was carried out in 2012 by UN Women found that media has been both a help and a hindrance to gender equality and women's empowerment. It is widely perceived that financial resources linked to political interests restrict some editorial decisions – and that sometimes these interests may not align with the gender equality movement or with support for women candidates. Equally problematic is the roles that women often play on television – where men are more likely to appear as 'experts' while women generally feature as 'ordinary people.' Though not unique to Moldova, these trends do not encourage women's empowerment, or gender equality in politics.

Constraints on influencing these practices include the entrenched financial/political influence, and difficulty of influencing editors through traditional means such as training. To overcome these constraints, an approach is needed that aims to influence the gender sensitivity of media, by improving transparency on how they cover it, and setting up an incentive structure that will encourage self-improvement in this area.

UN Women is thus, working in challenging the degrading image of women in media since 2008 through employing various tools, lately called as gender self-assessment of media organizations. As an example, in 2013 in total 17 print and on-line media organizations participated in the self-assessment initiative and their results are largely positive, especially in increasing portrayal of women in the domains of politics and economy as well as increasing practices of gender sensitive approach to media.

Based on this successful implementation, UN Women is planning to extend this exercise to a broader range of print, on-line as well as audio-visual media organizations to undertake media gender self-assessment before, during and after the elections within the framework of implementation of two programs, Women in Politics and Women Migrant Workers programs. In this context UN Women intends to hire a company/s to replicate the media gender self-assessment with special focus on the role of women in decision making and in politics as well as portrayal of women migrants and carry out media monitoring on their gender sensitivity to political reporting.

#### **SCOPE of WORK:**

Under the overall guidance of UN Women National Programme Officer and direct supervision of the Managers of Women in Politics and Women Migrant Workers Programmes the selected company (further referred to as Contractor) is expected to prepare the methodology, train media organizations and facilitate the gender self-assessment to be undertaken by print, on-line and audio-visual media to promote a human rights and women's empowerment approach in media products and monitor how media cover gender issues before, during and after the elections, with a particular focus on the role of women in decision making and in politics and critical analysis of popular perceptions and negative stereotypes of women migrants. While common tasks and deliverables are being expected to be provided by the Contractor for the three different categories of media, separate LOTs are being announced for the call for each of the three categories as described below:

More specifically the Contractor will implement these initiatives in the following stages and will be responsible for the following:

## 1. Preparatory stage

- a) Develop the methodology for gender self-assessment, based on the available draft manual that was developed previously with the support of UN Women, for specific media organizations:

- LOT 1: audio-visual
- LOT 2: on-line and
- LOT 3: print media

in consultation with lead media representatives and based on previous experience and lessons learnt from the gender self-assessment initiative;

- b) Establish Media Evaluation Committee/Board and develop its regulation/Terms of Reference, taking into account an earlier experience to the extent possible. The Evaluation Committee/Board will provide guidance and advice and will assess the results achieved during the entire exercise of media self-assessment including audio-visual, on-line and print media;

- c) Develop a full Terms of Reference for:

- LOT 1: audio-visual,
- LOT 2: on-line
- LOT 3: print media organizations

that will take part in the gender self-assessment;

- d) Announce a competition among:

- LOT 1: audio-visual
- LOT 2: on-line
- LOT 3: print media

at the national and local levels to participate in the training and in the self-assessment exercise. The number of media organizations selected for participation in training can be much higher than the number of media organizations to be selected for the gender self-assessment exercise.

- e) Prepare and organize a training for the selected audio-visual media representatives.

- LOT 1: training for audio-visual media
- LOT 2: training for on-line media
- LOT 3: training for print media

The training will aim providing media organizations with knowledge and skills on how to ensure a gender-equality and women's rights based approach to media production with a particular focus on the role of women in decision making and in politics and contribution of women migrants and their role in local development. The training modules will require a full set of training materials and handouts to be developed and adjusted for targeted groups of audio-visual, on-line and print media;

- f) Select the participants from the trainees, which will undertake gender self-assessment with the financial and conceptual support of the Contractor. The selection should be carried out based on the proposals developed by the media organizations, who participated in the training. At least following number of media organizations should participate in the assessment exercise:

- LOT 1: minimum 3 national and 7 local TV stations
- LOT 2: minimum 10 online media
- LOT 3: minimum 10 national and ten local print media organizations

Selected media will be awarded sub-contracts by the Contractor for the fulfillment of this exercise. The selection criteria, evaluation, selection and awarding of sub-contracts will be done in close consultation with and upon approval of UN Women;

- g) Develop and prepare a report on the preparatory stage of the exercise on media self-assessment by the media association/organization and present to UN Women. The structure of the report will be jointly coordinated and approved by UN Women.

## 2. Media gender self-assessment

- a) Selected media organizations which will undertake gender self-assessment during the period November 2014 – October 2015 according to the agreed methodology, with guidance from media association/organization:

LOT 1: audio-visual,  
LOT 2: on-line and  
LOT 3: print media

- b) Selected media will develop monthly self-assessment reports and submit to the Evaluation Committee/Board. The report should emphasize on results achieved from self-assessment work based on criteria and indicators as well as provide conclusions and operation of modifications to eliminating the gender imbalances within the media institution, including critical analysis of popular perceptions and negative stereotypes of women migrant in the media and recommendations how to debunk the existing myths. The structure of the report will be jointly coordinated and approved by media association/organization and UN Women;
- c) The Contractor will provide reports coordinated with the Evaluation Committee/Board on audio-visual media-self assessment exercise to UN Women. The structure of the report will be jointly coordinated and approved by UN Women;
- d) Based on the self-assessment as well as media work, monitor how media organizations:

LOT 1: audio-visual,  
LOT 2: on-line and  
LOT 3: print media

cover gender issues as well as represent women and men before, during and after the local elections as well as women migrant. A number of quantitative and qualitative indicators will be assessed including the gender ratios in reporting, and those interviewed as 'experts', 'ordinary people,' and the thematic breakdown of issues discussed by experts of each gender. Qualitative indicators will chiefly focus on the editorial slant taken on political reporting and negative stereotypes of women migrant.

- e) The contractor will also release, on a monthly basis, the results of the media monitoring of gender sensitivity in political reporting with ranking of media organizations in media events, including press-conferences, media clubs, round tables, etc. where editors and journalists will be invited in to publically review and comment on their performance in the rating system.
- f) The Contractor, in consultation with the Evaluation Committee will carry out the final evaluation upon completion of the media self-assessment and media monitoring and submit the final report to UN Women. The structure of the report will be jointly coordinated and approved by UN Women;

No	Deliverables	Time Period	Approximate share of total
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			<b>volume of work</b>
1.	Methodology for gender self-assessment developed, based on the available draft manual and in consultation with lead media representatives: LOT 1: audio-visual LOT 2: on-line and LOT 3: print media	By end-October, 2014	10%
2.	Media Evaluation Committee/Board established and its regulation/Terms of Reference developed	By end-October, 2014	5%
3.	Terms of Reference for media organizations to take part in the assessment developed and media selected: LOT 1: audio-visual LOT 2: on-line and LOT 3: print media	By end-October, 2014	5%
4.	Training modules developed, included training materials, handouts and case studies.	By mid-November, 2014	10%
5.	Training for selected audio-visual media conducted and a report on the results of the trainings submitted to UN Women: LOT 1: training for audio-visual media LOT 2: training for on-line media LOT 3: training for print media	By end-February, 2015	10%
6.	Participants for media gender self-assessment selected and sub-contracts awarded for gender self-assessment	By mid-February, 2015	5%
7.	Media gender self-assessment exercise initiated and monthly reports submitted to cover gender self-assessment results before, during and after local elections: LOT 1: audio-visual, LOT 2: on-line and LOT 3: print media	Monthly, starting with March 2015 until November 2015.	30%
8.	Monthly releases of the results of the monitoring of media, including rating, in press conferences, round tables, other media events with the participation of editors to publically review and comment on their performance LOT 1: audio-visual, LOT 2: on-line and LOT 3: print media	Monthly, starting with October 2015 until December 2015.	20%
9.	Final report	By December 1 <sup>st</sup> , 2015	5%

#### **INPUTS/RESOURCES on behalf of UN Women:**

UN Women will provide the selected media association/organization the following:

- Report of the previous gender self-assessment exercise
- Draft guide on undertaking the gender self-assessment
- Training materials on media self-assessment previously developed.

#### **Payment**

Payments shall be done in 4 tranches, as described below:

Tranche 1: Upon submission and approval of the deliverables No. 1, 2, 3 and 4, by December 2014 (30% of the total amount)

Tranche 2: Upon submission and approval of the deliverables No. 5 and 6 and work initiated under deliverable No 7, by March 2015 (25% of the total amount)

Tranche 3: Upon submission and approval of the first 4 monthly reports of media gender-self assessment (under deliverable No. 7), by July 2015 (25% of the total amount)

Tranche 4: Upon submission and approval of the remaining 5 monthly reports of media gender-self assessment and monthly releases of the results of media monitoring with the participation of editors and journalists (under deliverables No. 7 and 8) and the final report (Deliverable No. 9), by December 2015 (20% of the total amount)

#### **REQUIREMENTS to ORGANIZATIONS/ASSOCIATIONS:**

1. Officially registered legal entity as per Republic of Moldova's regulations;
2. At least 7 years' experience of working in media environment, with a particular focus on networking and building capacities of:
  - LOT 1: audio-visual media
  - LOT 2: on-line media and
  - LOT 3: print media
3. Understanding and adherence to the principles of Human Rights, especially Women's Human Rights, and Gender Equality is required;
4. Previous experience in development, implementation, monitoring and reporting on media self-assessment exercise or other types of media assessment would be considered an asset;
5. At least 4 years of experience in data collection, analysis and report writing on media related issues;
6. At least 3 years of previous experience working with an international organizations, particularly UN Agencies

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

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

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

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





## 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: RFP14/00848: Consultancy services for facilitation of gender self-assessment and monitoring of audio-visual, print and on-line media in the Republic of Moldova before, during and after the elections/UN Women**

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

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3	....		
	Total	100%	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.</b>	<b>Personnel services</b>				
1.1	Services from Home office				
	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)				

## Annex V

### Consortium / Joint venture / Association form

**RFP14/00848: Consultancy services for facilitation of gender self-assessment and monitoring of audio-visual, print and on-line media in the Republic of Moldova before, during and after the elections/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)

JV / Consortium/ Association Information	
<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 Form of Performance Security]; [and]

[1.1.5 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;

*[Optional] [3.1.7 Include any other relevant representations and warranties regarding the Contractor that are appropriate for the Services to be provided under this Contract.]*

## **Article 4**

### **Obligations of the Contractor**

#### **OPTION 1 (DELIVERABLES SCHEDULE)**

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:

**[LIST DELIVERABLES]**

**[INDICATE DELIVERY DATES]**

[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**

#### **OPTION 1 (FIXED FEE)**



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 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**

#### **Advance Payments**

9B.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UN Women of a bank guarantee (valid for the duration of the contract) or certified check for the full amount of the advance payment issued by a Bank and in a form acceptable to UN Women.

9B.2 The amounts of the payments referred to under Article 5 (Contract Price) above shall be subject to a deduction of \_\_\_\_\_ [*insert percentage that the advance represents over the total price of the contract*] % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

9B.3 Any interest earned by the Contractor on an advance payment by UN Women shall be specifically accounted for and paid by the Contractor to UN Women, by means of deductions from the Contractor's invoices or by such other means as UN Women may direct.

#### **Liquidated Damages**

9D.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.

9D.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 [*percentage of payable amount, or any other amount representing a reasonable pre-estimate of damages to be suffered by UN Women for the Contractor's delay*], for each [*period of time*] of delay beyond the date upon which the Services were due to have been completed.

9D.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.

9D.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.

9D.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.

1.

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

2.

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: \_\_\_\_\_