

## Request for Proposal (RFP)

Date: 2 October 2014

Dear Sir/Madam,

**Subject: RFP14/008899 : Company to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova**

1. You are requested to submit a proposal to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova
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 **27 October 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](mailto:tenders-Moldova@undp.org)**

Offers shall be clearly marked with **“RFP14/008899 : Company to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova**

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](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,

Ulziasuren Jamsran,  
Head of Office, a.i  
UN Women, Republic of Moldova



## Instructions to Offerors

### A. Introduction

#### 1. General

UN Women seeks qualified and independent organization to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova.

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 or Romanian translation of its pertinent passages.

### 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., 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 –

**“RFP14/00889: Company to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova**

(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 RFP14/00889: Company to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova.** The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for : RFP14/00889: Company to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova**

**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 : RFP14/00889: Company to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova**

**and separate email “Financial Proposal for: RFP14/00889: Company to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova**

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 **27 October 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:

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

where

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

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

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

#### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company				
				A	B	C	D	E
1.	Offerors's Expertise and Capacity	40%	280					
2.	Proposed Concept, Work Plan and Approach	35%	245					
3.	Personnel	25%	175					
<b>Total</b>			<b>700</b>					

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points Obtainable
<b>1.</b>	<b>Offeror's Expertise and Capacity, including:</b>	
1.1	Reputation of Organisation and Staff (Competence/Reliability) in undertaking similar assignments	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	15
1.4	Relevance of:	
	- Specialized Knowledge	40

	- Experience in similar Projects	40	
	- Experience with donor/international and/or national governmental organisations	25	
Total Part 1			<b>280</b>

Technical Proposal Evaluation Form 2			Points Obtainable
<b>Proposed Concept, Work Plan and Approach</b>			
2.1	The task is well understood and properly (in sufficient detail) addressed and correspond to the ToR		50
2.2	Important aspects of the task are addressed in sufficient details		50
2.3	Different components of the project are adequately weighted relative to one another		50
2.4	Proposal is based on a survey of the project environment, data input is properly used in the preparation of the proposal		45
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)		50
Total Part 2			<b>245</b>

Technical Proposal Evaluation Form 3			Points Obtainable
<b>Personnel</b>			
3.1.	<b>Task Manager/Team leader</b>	Sub-score	<b>105</b>
	General qualification	20	
	<b>Prior experience of team/group leader/manager in undertaking similar exercise (Suitability for the Project)</b>	40	
	- less than 3 years	15	
	- 3-5 years	25	
	- more than 5 years	40	
	<b>Professional experience in the area of VAW and/or finance</b>	25	
	- less than 3 years	10	
	- 3-5 years	20	
	- more than 5 years	25	
	Experience with UN or other donor organizations	10	
Language qualifications: Fluency in Romanian, English and Russian	10		
Sub-Score		<b>105</b>	
3.2	<b>Team members/experts</b>	Sub-score	<b>70</b>
	Education and general qualification	20	
	Prior experience in undertaking similar assignments	40	
	o less than 3 years	15	
	o 3-5 years	30	
	o more than 5 years	40	
	Language qualifications: Fluency in Romanian and English or Russian	10	
Sub-score		<b>70</b>	
Total Part 3			<b>175</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.

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.

### 25. Vendor Protest

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

**Terms of References**  
**Company to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova**  
**November 2014 – August 2015**

## **Background**

Violence against women (VAW) is one of the most systematic and widespread human rights violations in the world. In Moldova, as in the region and around the world, it affects individuals regardless of context, culture, or socio-economic status, with serious repercussions for women, their families, and society. Despite significant progress, including in the area of legal and policy reforms, research, and a number of awareness raising campaigns, the prevalence of VAW in Moldova remains high. There is still widespread limited access to justice and support services for survivors.

According to National study “Violence against Women in the Family”, carried out by the National Bureau of Statistics, and commissioned by UN Moldova in 2011, 63% of women experienced some type of violence (psychological, physical or sexual) from husband/partner during her lifetime, and one in ten women mentioned that she experienced economic violence at least once in her lifetime. Rural women, elderly women, and those separated or divorced reported the highest prevalence rate of multiple forms of violence.<sup>1</sup>

Fourth and fifth periodic state report was presented to CEDAW committee on 1<sup>st</sup> October 2013 and highlighted the following key issues related: 1) Women’s representation in politics and decision making processes; 2) economic empowerment and access to labour market and decent job 3) Efforts made for combating violence against women and family violence; 4) availability of sex disaggregated data for decision making process and sector budget development; 5) reproductive health and rights; 6) protection of migrant women; 8) inclusion of Roma Women and etc.

As a response to this challenge, the State has undertaken the initial steps at policy, legislation as well as implementation levels. The Law No45-XVI on Preventing and Combating Domestic Violence (DV) is an important legislative base for combating the phenomenon in Moldova. The Law provides an institutional framework detailing the tasks of the competent authorities, provides for the creation of centers/services for the rehabilitation of victims and aggressors, for a mechanism for settling DV cases and protection for victims of DV, including by using protection orders and punitive measures against the aggressor. The Law was harmonized with the Criminal Code, Criminal procedure Code, Civil Code, Law on the Police and Status of Police Officer etc. UN Women jointly with the MLSPF and the Women’s Law Center undertook a compatibility assessment of Moldovan legislation with the provision of the Istanbul Convention, also serving as a base for further improvement of the current legislative and policy framework.

The National Program on Gender Equality for 2010-2015 and its Action Plans recognizes VAW as one of the stringent problems in the Republic of Moldova and attempted to budget

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<sup>1</sup> „Violence against Women in the Family in the Republic of Moldova”, 1st Edition, 2011 (<http://www.statistica.md/pageview.php?!=en&id=3626&idc=350>)

initiatives in this specific field, including funding for selected centres and shelters within the Mid Term Budgetary Framework (MTBF).

National Referral system for victims of trafficking is providing services to the victims of violence, but the referral system is not adjusted to the needs and specifics of victims of VAW.

The implementation of the Law and relevant policies, however, is lagging behind, including due to lack of required funding by the state, and related to this, number of areas that needs financial inputs, including for capacity development of relevant service providers, expansion of coverage of relevant shelters and centers that provide services to the victims of DV. A Law No. 129 on the accreditation of social service providers has been adopted in June 2012 that provides for the opportunity for service providers to be legally accredited and included in the list of services passible for stat funding. The Law has its related Regulation No. 95 as of February 2014 that is providing clear instruction about the process of accreditation of service providers. Nonetheless, only few services have been accredited so far, and the ones provided for the victims and potential victims of domestic violence are not being part of that list. This has to be further explored so that the funding for VAW services is being ensured on a systemic basis.

The State has launched its Decentralization reform in 2012, and the local public finance law realization started in 2014 with the full implementation to be launched from January, 2015. Current public services that are provided at the local level are expected to be decentralized, including the ones provided to the victims and potential victims of violence. However, there is an overall expectation that specialized services, including VAW shelter and maternal centers will be supported from the Central level due to the nature of their services and their territorial coverage.

UN Women in Moldova has prioritized VAW as one out of four priority results area for 2014-2017. More specifically, the costing exercise is planned to further advocate for the state funding at the central and local level taking into account the on-going decentralization in the country.

Like budgeting, costing of VAW is also both technical and political. There is a need to clarify the overall cost of VAW to the state and to the whole society, but also to understand the specifics required to ensure an adequate response to address the problem, and how to budget for and fund each plan or service appropriately. While there has been a great deal of progress in developing laws and policies to address VAW, lack of effective and adequate costing of those policies are in many cases hinder their effective implementation. Given the harsh fiscal realities facing the Government, the analytical exercise on reviewing and costing of response services for women and girls victims of violence can help Government and Local Public Authorities and other stakeholders working on VAW to discern and prioritize the services most critical for adequately and efficiently addressing VAW, particularly at the community/local level taking into account the on-going decentralization process.

Gender Responsive Budgeting approach to costing services for VAW survivors involves examining legal, institutional and practical matters both of VAW itself as well as the public budget or other financial support required to address the problem. The DV/VAW legislative and policy mapping exercise was partially undertaken by the CSO partners and those reveal the actors that have responsibilities for the implementation of relevant laws and national action plans. Thus, earlier developed studies and reports in this and related areas needs to be extensively used and referenced. Since the effective coordination among all service providers (state and non-state) and effective functioning

of referral system with clear accountability mechanisms across sectors is essential for VAW responses, this aspect needs to be carefully studied as part of the planned initiative, and UN Women is therefore planning to support this initiative in Moldova by hiring a company or consortium for undertaking a costing exercise.

## **Objective and Tasks**

In this respect, the Objective of this work is to undertake costing of existing multi-disciplinary services at the local level and specialized services and responses to address VAW in the Republic of Moldova within decentralization reform process.

The task is two fold: firstly to look into the unit costing of services of specialized centers and the costing of 'minimum' package of services by LPAs, and secondly, to undertake an impact costing to reflect the broader societal perspectives at the general level.

## **Tasks**

### ***Task 1: Undertake review of existing package of response services for women and girls subjected to violence in the Republic of Moldova***

Activities will include, but not limited to:

- 1.1 Review and summarize earlier examination of legal and policy obligations of the State on eliminating domestic violence, specifically violence against women
- 1.2 Develop a schematic overview of actors and their coordination based on the earlier mapping undertaken with the specific purpose to:
  - Visually present the actors and their coordination mechanisms at central and local levels that are explicitly included in relevant laws and national action plans. Indicate the non-public actors in the visual aid;
- 1.3 Review situational protocols and referrals that relate to these services, that will specifically look into the:
  - Review services, protocols and referrals for survivors and create a diagram
  - Prepare diagram showing actual survivor itinerary linked to the actual services accessed
  - Contrast diagrams to identify overlaps or gaps that might impact budgeting (including cost of services) necessary to deliver services.
- 1.4 Identify all relevant research on VAW carried out within a relatively recent time frame in Moldova, and classify them

### ***Task 2: Undertake a costing of multidisciplinary package of response services as well as specialized services for women and girls subjected to violence in the Republic of Moldova***

Activities include:

2.1 Analyze main budget documents and discern main budget features. Review relevant local public finance documents and related documents.

The following main public budget documents should be analyzed in order to uncover the macroeconomic picture under which the Ministry of Finance (MoF) is working and how it negotiates with each ministry or sector, with focus on understanding the main political economy of the government (not to carry out a gender audit of the documents):

- Budget circulars
- Medium term budgetary framework (MTBF)
- Budget statement or budget law
- Handbooks on preparation of the budget
- Any technical and/or political documents accompanying the budget

- Annual work/action plans of the ministries submitted to the MoF
- Any working methods to track/monitor/evaluate budget outcomes or impacts
- Etc.

2.2 Develop/review list of services that are provided at the central level/specialized services and the services that are provided at the local level, including through multi-disciplinary teams

2.3 Identify types of costs associated with services a) at the local level (multi-disciplinary), and b) specialized services by centers and shelters.

2.4 Based on international practice, undertake a general impact costing to reflect the broader societal perspectives at the State level and within the scope of one district/community in Moldova. This entails calculating the full socioeconomic impact in monetary terms, including calculating the direct and indirect, tangible and intangible costs of violence to women, their families, the community and society at large

***Task 3: Undertake a review of accredited services and required procedures and assist Ministry of Labor Social Protection and Family (MLSPF) in developing standards for the VAW services within the accreditation process.***

Activities include:

3.1 Review current list of accredited services and provide a revised one developed in a consultative process to include services for the victims and potential victims of domestic violence.

3.2 Review/develop a model of standards for the VAW services aligned to CAHVIO and the needs of the communities, to be considered for the accreditation process.

3.3 Assist MLPSF to prepare a full package of documentation to start the accreditation process of services for the victims of VAW.

**Deliverables and timeframe**

No	Deliverables	Time Period	Approximate share of work	Tentative schedule of payments
<b>Under Task 1</b>				
1	A detailed methodology and action plan for the entire costing exercise developed	Within 2 weeks after signing of the contract	10%	By mid-December 2014 (25%)
2	A report with a brief assessment of services mentioned in the legislative and policy documents developed, including the actors and their coordination mechanisms. The report should contain matrix with all the information found in the legal documents as well as identify gaps and possible contradictions that render services less effective for survivors and less efficient from an economic point of view.	By end-November 2014	15%	

3	A brief report on indicators that exist in the country relevant to research on VAW carried out within a relatively recent time frame with annotated bibliography focusing on how survivors of VAW access services, statistics on use of services, etc.	By mid-January 2015	10%	By mid-March 2015 (25%)
4	A rough outline of the itineraries that survivors are supposed to experience according to the law and policy and which one they actually take in reality. (If referrals and protocols exist, whether formal or informal, following the path will reveal where money is being spent by any service providers involved. This will in turn provide the map of what costs are being incurred.)	By end-February 2015	15%	
<b>Under Task 2</b>				
5	A report of findings about how services are being funded, budgeted for and if service providers have knowledge on costing these services (essential knowledge if these services are to be budgeted).	By end-April 2015	20%	By May (20%)
6	Based all the above deliverables, and additional analysis and calculation of missing figures, provide a final comprehensive report on the results of impact costing to reflect the broader societal perspectives at the State level and within the scope of one district/community in Moldova.	By end July 2015	15%	By August 2015 (15%)
<b>Under Task 3</b>				
7	A report on the review of accredited services and proposed new list to include VAW services, including with a model of standards for these services to be accredited.	By end-April 2015	5%	By May (5%)
8	A full package of documentation for the accreditation of VAW services developed	By end-July 2015	10%	By August 2015 (10%)
	<b>Total</b>		<b>100%</b>	

All the deliverables should be agreed with the UN Women National Programme Officer and be provided in English, hard and electronic copy.



**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**

The Company will work under the direct supervision and guidance of UN Women National Programme Officer and in close collaboration with UN Women partners. 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 UN Women National Programme Officer, who will provide advice, guidance and information, as appropriate.

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

It is expected that the company shall begin work by mid November 2014 with work being completed before August 2015, in conformity with the indicative timeframe described under "Deliverables and Timeframe" section. However, the above-mentioned timeframe is tentative.

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

Transportation for 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, if any. 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 four (4) installments upon achievement and approval of corresponding milestones, certified by the UN Women National Programme Officer, indicating that the services have been satisfactorily performed.

## **REQUIREMENTS to ORGANIZATIONS:**

### General

1. Officially registered legal entity as per Republic of Moldova's regulations;
2. Specific knowledge of gender equality and in particular violence against women and domestic violence;
3. Previous experience in undertaking reviews, analysis, assessments and other similar exercises related to DV and VAW;

4. Previous experience in working with UN Women or other UN Agencies is an advantage
5. Adherence to UN/UN Women general terms and conditions of payment and work.

Additionally, the company shall provide a team of consultants with expertise in both, DV and VAW, including legal aspects of the service provision as well as experts with strong understanding of the budget cycle, budget instruments, planning and costing methods, etc.

#### **Requirements to team members:**

##### Team Leader

- Advanced university degree in economic, finance, law or other related fields
- Minimum 7 years of relevant experience as a researcher, analyst in the indicated fields of expertise;
- Track record and knowledge in technical expertise on studies related to VAW
- Previous similar work experience working for international organizations and/or governmental programmes concerning related field;

##### Team members

- Minimum 5 years of relevant experience as a researcher, analyst in the indicated fields of expertise;
- Specific experience in carrying out studies or analyses similar to that described in this ToR
- Experience with information analysis and report writing.

#### **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*).



## 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: RFP14/00889: Company to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova

#### 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)				

Consortium / Joint venture / Association form

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**RFP14/00889: Company to undertake a costing of multidisciplinary package of response services and specialized services for women and girls subjected to violence in the Republic of Moldova**

**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 confirm, 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: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

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

<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**

### **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: \_\_\_\_\_