

**Request for Proposal (RFP)**

Date: 21 November 2014

Dear Sir/Madam,

**Subject: RFP14/00929: Harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement**

1. You are requested to submit a proposal for harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors (Annex I)
  - ii. 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 *15 December 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 “**RFP14/00929: Harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement**”

Contact person for clarifications: Nadejda Macari, Programme Manager, UN Women  
([nadejda.macari@unwomen.org](mailto:nadejda.macari@unwomen.org))


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

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

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

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



## Instructions to Offerors

### A. Introduction

#### 1. General

UN WOMEN seeks a qualified and independent company for the provision of services of harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement.

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

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

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

## 12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

## 13. Payment

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

## D. Submission of Proposals

### 14. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –

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

and,

- marked with –

**“RFP14/00929: Harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement”**

(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 RFP14/00929: Harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement”**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for RFP14/00929: Harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement”**.

**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 RFP14/00929: Harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement”** and separate email **“Financial Proposal: RFP14/00929: Harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement”** – 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 **15 December, 16:30 (Chisinau time), local time.**

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

**16. Late Proposals**

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

**17. Modification and withdrawal of Proposals**

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

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

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

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

**E. Opening and Evaluation of Proposals**

## 18. Opening of proposals

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

## 19. Clarification of proposals

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

## 20. Preliminary examination

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

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

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

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

## 21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be compared.

The **cumulative analysis scheme** will be applied with a total score being obtained upon the combination of weighted technical and financial attributes. An Offeror's response to the solicitation document is evaluated and points are attributed based on how well they meet the defined desirable criteria. Cost under this method of analysis is rendered as an award criterion, which will be 30% out of a total score of 700 of all the desirable factors of the RFP. The contract will be awarded to the offeror obtaining the highest cumulative score. The following formula will be applied in calculating the cumulative score:

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

where

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

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

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

### **Technical Evaluation Criteria**

| Summary of Technical Proposal Evaluation Forms | Score Weight | Points Obtainable | Company / Other Entity |   |   |   |   |
|--|--------------|-------------------|------------------------|---|---|---|---|
|  |              |                   | A                      | B | C | D | E |
| <b>Management Plan</b>                         |              |                   |                        |   |   |   |   |

|              |  |     |            |  |  |  |  |  |
|--------------|--|-----|------------|--|--|--|--|--|
| 1.           | Expertise of Firm / Organisation submitting Proposal           | 20% | 140        |  |  |  |  |  |
| 2.           | <b>Proposed Methodology</b><br>Proposed Work Plan and Approach | 50% | 350        |  |  |  |  |  |
| 3.           | <b>Resource Plan</b><br>Personnel                              | 30% | 210        |  |  |  |  |  |
| <b>Total</b> |  |     | <b>700</b> |  |  |  |  |  |

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

- Form 1: Expertise of Firm / Organisation Submitting Proposal  
Form 2: Proposed Work Plan and Approach  
Form 3: Personnel

| Technical Proposal Evaluation<br>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 harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement                              |    | 30                |
| 1.2                                     | General Organisational Capability which is likely to affect implementation (i.e. number and type of products/assessments produced in the past)  |    | 30                |
| 1.3                                     | Quality insurance procedures  |    | 10                |
| 1.4                                     | Relevance of:   |    | 30                |
|   | - Specialized Knowledge   | 10 |                   |
|   | - Experience in similar Projects  | 10 |                   |
|   | - Experience with donor/international and/or national governmental organisations  | 10 |                   |
| 1.5                                     | Proven cumulative experience in reviewing national legislation, specific expertise in media and/or advertisement legislation, understanding of gender equality principles and knowledge of international standards in the area of sexist; advertisement and placement of social media |    | 40                |
|   | - less than 3 years   | 20 |                   |
|   | - between 3 and 5 years   | 30 |                   |
|   | - more than 5 years   | 40 |                   |
| Total Part 1                            |   |    | <b>140</b>        |

| Technical Proposal Evaluation<br>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  |  | 75                |
| 2.2                                       | Important aspects of the task are addressed in sufficient details  |  | 70                |
| 2.3                                       | Different components of the project are adequately weighted relative to one another  |  | 70                |
| 2.4                                       | Proposal is based on a survey of the project environment, data input is properly used in the preparation of the proposal   |  | 75                |
| 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) |  | 60                |
| Total Part 2                              |  |  | <b>350</b>        |

| Technical Proposal Evaluation<br>Form 3 |   |           | Points Obtainable |
|---|---|-----------|-------------------|
| <b>Personnel</b>                        |   |           |                   |
| 3.1.                                    | <b>Task Manager/Team leader</b>   | Sub-score | <b>100</b>        |
|   | Education and general qualification   | 10        |                   |
|   | Prior experience of team/group leader/manager in undertaking similar exercise (Suitability for the Project) | 30        |                   |

| Technical Proposal Evaluation<br>Form 3 |  |    | Points<br>Obtainable |
|---|--|----|----------------------|
|   | - 3 years  | 10 |                      |
|   | - 3-5 years  | 20 |                      |
|   | - more than 5 years  | 30 |                      |
|   | Professional experience in the area of specialization (experience in management and implementation of legislation reviewing projects and programs at national level, including trainings organization) |    | 30                   |
|   | - 3 years  | 10 |                      |
|   | - 3-5 years  | 15 |                      |
|   | - more than 5 years  | 30 |                      |
|   | Knowledge of national legislation  |    | 10                   |
|   | Experience with UN or other donor organizations  |    | 10                   |
|   | Language qualifications: Fluency in Romanian, English and Russian  |    | 10                   |
|   | Sub-Score  |    | <b>100</b>           |
| 3.2                                     | <b>Team members/experts</b>  |    | Sub-score            |
|   | Education and general qualification  |    | 10                   |
|   | Professional experience in reviewing of national legislation and/or analytical experience and report writing in the relevant area of specialization  |    | 30                   |
|   | - 3 years  | 10 |                      |
|   | - 3-5 years  | 20 |                      |
|   | - more than 5 years  | 30 |                      |
|   | Professional experience in organizing and conducting trainings with focus on gender mainstreaming, including on gender equality, media and communication   |    | 30                   |
|   | - 3 years  | 10 |                      |
|   | - 3-5 years  | 20 |                      |
|   | - more than 5 years  | 30 |                      |
|   | Knowledge of national legislation  |    | 20                   |
|   | Experience with UN or other donor agencies   |    | 10                   |
|   | Language qualifications: Fluency in Romanian and English or Russian  |    | 10                   |
|   | Sub-score  |    | <b>110</b>           |
|   | Total Part 3   |    | <b>210</b>           |

## F. Award of Contract

### 22. Award criteria, award of contract

The procuring UN WOMEN entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UN WOMEN entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### 23. Purchaser's right to vary requirements at time of award

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

### 24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

Failure of the successful Offeror to comply with the requirement of Clause 24 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event.

### 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 REFERENCE

### Harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement

December 2014- May 2015

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**Project:** 91401, Women in Politics

**Location:** Chisinau, Moldova

**Primary category:** Women's empowerment

**Reference to the project:** Women in politics program in Moldova

**Type of contract:** Institutional Service Contract

**Starting date:** December, 2014

**Expected duration of assignment:** up to six (6) months within the period of November 2014- April 2015

**Contracting Authority:** UN Women

#### Background:

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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, UN Women jointly with UNDP 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), is implemented with the financial support offered by the Government of Sweden.

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 European Parliament Resolution from September 3, 2008 on the impact of marketing and advertisement on the equality between women and men stipulates that the advertisement which conveys discriminatory and/or degrading messages in terms of gender and all kinds of gender stereotypes is considered as a barrier to achieve a modern and egalitarian society. Also, the Resolution of Parliamentary Assembly of the Council of Europe no. 1751 from June 25, 2010 on combating sexist stereotypes in the media reiterates the idea that because of persisting sexist stereotypes in the media, which show men and women in their roles traditionally awarded by the society, - in this specific case women appear like sexual objects-, it could represent an obstacle to gender equality. In order to enforce the final Comments of the Committee on elimination of discrimination against women (2006) addressed to the Republic of Moldova, in 2011- 2012 the Minister of Labor, Social Protection and Family monitored the implementation of the policies in the gender equality area and its research emphasized all the existing progresses and gaps. In this context, it was initiated the process of the harmonization of national law to the international standards. A draft law on amending and supplementing of legislative acts in conformity with the National Program on ensuring the gender equality for 2010- 2015 was elaborated and was approved in the first reading by the Parliament.

During the promoting of the above mentioned Draft Law and organizing public consultations on the topic "Equal opportunities for women and men through raising public awareness and supporting the positive image in the media" organized by the MLSPF, there have been identified the following gaps of institutional and legislative framework:

- lack of legal provisions related to placing and promoting the advertisement or social messages, including lack of cooperation mechanism with advertising agencies,
- lack of institutional mechanisms in the advertisement area,
- lack of sanctioning mechanisms for the agencies which place inappropriate/sexist messages,
- lack of criteria for assessing sexist advertising,
- lack of qualified specialists responsible for placement of street advertising,
- lack of communication with the representatives of the Council of observers and Audiovisual Council,
- lack of training for LPA specialists, journalists and editors in the gender area.

## **SCOPE of WORK**

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The UN Programme "Women in Politics" is seeking to contract an organization/company which will be responsible for the harmonization of the national legislation, fortifying the media and advertisement institutional mechanisms and building the capacities of the specialists working in these fields.

### **Tasks**

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More specifically, the selected organization/company will be responsible for the following tasks:

#### **TASK 1:**

1.1 Develop proposals for amendments of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement, with focus on following:

- analyse the current legal framework and the inadequate implementation of the media and advertisement legislation through the gender equality lenses;
- propose amendments compliant to the international standards in the area of sexist advertisement to the existing legal framework, including establishment of an institutional gender monitoring and sanctioning mechanism in media and advertisement.
- propose amendments compliant to the international standards in the area of social advertisement and propose a mechanism of cooperation with the advertisement agencies to promote the placement of social advertisement based on international best practices in the area.

#### **TAKS 2:**

2.1 Strengthen the media and advertising institutional mechanisms with a particular focus on ensuring equal opportunities for women and men in this area;

- elaboration of the guidelines for the assessment of sexist advertisement for journalists, media workers, other stakeholders;
- organizing public consultations (one day roundtable for 30 participants) in Chisinau on the content of the guidelines for the assessment of sexist advertisement with various relevant actors in the field, local and central public institutions, advertising agencies and PR agencies (the contracted organization/company will be responsible for the elaboration of the agenda and roundtable materials, covering all the costs related to venue, catering (two coffee breaks and one lunch, including water for the participants) and printing the roundtable materials).

2.2. Capacity building in gender equality of media and advertisement specialists from the MLSF, ministries and Central Public Administration, Local Public Administrations, Audiovisual Coordinating Council, Observers Council, media and advertisement agencies.

- organize a one day training for 30 participants in Chisinau on gender mainstreaming for relevant media specialists representing representatives of the Ministry of Labour, Social Protection and Family, communication specialists from the ministries and other central public administration institutions, LPA's, Audiovisual Coordinating Council's, Council of Observers, media and advertisement agencies (the contracted organization/company will be responsible for the elaboration of the agenda and roundtable materials, covering all the costs related to venue, catering (two coffee breaks and one lunch, including water for the participants) and printing the roundtable materials).
- provide support on organizing a one day training in Chisinau for 30 participants for the LPAs' specialists, media and advertisement agencies (journalists and editors) on sexist advertisement and preventing and elimination of sexist advertisement mechanisms under the guidance of the an expert

designated by the Embassy of Austria (the contracted organization/company will be responsible for covering all the costs related to printing training materials, venue and catering (one coffee break and one lunch));

## **Deliverables and Timeframe**

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

More specifically, the selected organization/company will be responsible for the following tasks:

### **TASK 1:**

1.1 Develop proposals for amendments of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement, with focus on following:

- analyse the current legal framework and the inadequate implementation of the media and advertisement legislation through the gender equality lenses;
- propose amendments compliant to the international standards in the area of sexist advertisement to the existing legal framework, including establishment of an institutional gender monitoring and sanctioning mechanism in media and advertisement.
- propose amendments compliant to the international standards in the area of social advertisement and propose a mechanism of cooperation with the advertisement agencies to promote the placement of social advertisement based on international best practices in the area.

### **TAKS 2:**

2.1 Strengthen the media and advertising institutional mechanisms with a particular focus on ensuring equal opportunities for women and men in this area;

- elaboration of the guidelines for the assessment of sexist advertisement for journalists, media workers, other stakeholders;
- organizing public consultations (one day roundtable for 30 participants) in Chisinau on the content of the guidelines for the assessment of sexist advertisement with various relevant actors in the field, local and central public institutions, advertising agencies and PR agencies (the contracted organization/company will be responsible for the elaboration of the agenda and roundtable materials, covering all the costs related to venue, catering (two coffee breaks and one lunch, including water for the participants) and printing the roundtable materials).

2.2. Capacity building in gender equality of media and advertisement specialists from the MLSF, ministries and Central Public Administration, Local Public Administrations, Audiovisual Coordinating Council, Observers Council, media and advertisement agencies.

- organize a one day training for 30 participants in Chisinau on gender mainstreaming for relevant media specialists representing representatives of the Ministry of Labour, Social Protection and Family, communication specialists from the ministries and other central public administration institutions, LPA's, Audiovisual Coordinating Council's, Council of Observers, media and advertisement agencies (the contracted organization/company will be responsible for the elaboration of the agenda and roundtable materials, covering all the costs related to venue, catering (two coffee breaks and one lunch, including water for the participants) and printing the roundtable materials).
- provide support on organizing a one day training in Chisinau for 30 participants for the LPAs' specialists, media and advertisement agencies (journalists and editors) on sexist advertisement and preventing and elimination of sexist advertisement mechanisms under the guidance of the an expert designated by the Embassy of Austria (the contracted organization/company will be responsible for covering all the costs related to printing training materials, venue and catering (one coffee break and one lunch));

## **Deliverables and Timeframe**

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

| No | Deliverables  | Tentative timeframe for accomplishment of task | Approximate share of the total volume of work |
|----|---|--|---|
| 1. | Report on organizing a training on sexist advertisement, preventing and elimination of sexist advertisement mechanisms for the LPAs' specialists, media and advertisement agencies (journalists and editors) (including handouts and agenda, list of participants)  | By end December, 2014                          | 40%   |
| 2. | Report on the implementation of the media and advertisement legislation through the gender equality lenses and recommendations for amendment of legislation   | By end December, 2014                          |   |
| 3. | Report on the organization of a training on gender mainstreaming for relevant media specialists representing representatives of the Ministry of Labour, Social Protection and Family, communication specialists from the ministries and other central public administration institutions, LPA's, Audiovisual Coordinating Council's, Council of Observers, media and advertisement agencies (including handouts and agenda, list of participants) | By beginning January, 2014                     |   |
| 4. | Draft amendments in the area of sexist advertisement to the existing legal framework, including establishment of an institutional gender monitoring and sanctioning mechanism in media and advertisement.   | By mid January, 2014                           |   |
| 5. | Draft amendments to the legal framework related to social advertisement and for the establishment of the mechanism of cooperation with the advertisement agencies to promote the placement of social advertisement based on international best practice in the area   | End February 2015                              | 20%   |
| 6. | Guidelines for assessment of sexist advertisement   | 20 April 2015                                  | 30%   |
| 7. | Report on the outcomes of public consultations on guidelines for assessment of sexist advertisement   | 25 April 2015                                  |   |
| 8. | Final report  | By 20 May 2015                                 | 10%   |

All the deliverables should be agreed with the Women in Politics Program Manager and be provided in Romanian or/ and in English, electronic copy.

## Management arrangements

### Organizational Setting

The Company will work under the overall guidance and direct supervision of Women in Politics Program Manager. The company will report to **Women in Politics Program Manager**. 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 "Women in Politics" programme manager, who will provide advice, guidance and information, as appropriate.

### Inputs

Women in Politics Programme will provide the Contractor with the necessary information and materials for a better understanding of the context and for the successful fulfillment of the tasks.

### Travel and other logistic arrangements

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

### Duration of the Work:

It is expected that the organization/company shall begin work by December 2014 with work being completed before 20 May 2015, in conformity with the indicative timeframe described under "Deliverables and Timeframe" section. However, the above-mentioned timeframe is tentative. The specific sequencing and timeframe of activities will be established once the Contractor is identified and the work plan approved.

### 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 will be disbursed upon submission and approval of deliverables and certification by the Women in Politics Programme Manager that the services have been satisfactorily performed.

### **REQUIREMENTS to ORGANIZATIONS**

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1. Officially registered legal entity as per Republic of Moldova's regulations;
2. At least 2 years of experience of working in reviewing national legislation;
3. Specific expertise in media and/or advertisement legislation will be considered an asset;
4. Understanding of gender equality principles and knowledge of international standards in the area of sexist; advertisement and placement of social media
5. Previous experience of work with an international organization, particularly UN;
6. Possesses technical and human resources for successful implementation of the assignment;
7. Track record of at least 1 (one) similar project will be considered an asset.

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

- a) Task manager
  - University Degree in Law, International Law, Human Rights, journalism, communication, public relations, social sciences or other relevant field, or equivalent working experience in the sector;
  - At least 3 years of previous experience in undertaking similar exercise on the area of expertise required from task manager
  - At least 3 years of professional experience in management and implementation of legislation reviewing projects and programmes at national level
  - Excellent analytical skills and abilities to synthesize and clearly present complex procedures and information;
  - Excellent communication and interpersonal skills required for collaboration with various professional groups;
  - Experience in carrying out trainings with a primary focus on gender equality, communication and other relevant areas;
  - At least 3 years of professional experience in reviewing national legislation
  - Work experience with international donors, particularly UN Agency will be considered an asset
  - Proficient in Romanian, Russian and English
  - Ability to work under tight deadlines.
- b) Team members
  - University Degree in Law, International Law, Human Rights, journalism, communication, public relations, social sciences or other relevant field, or equivalent working experience in the sector;
  - At least 3 years of previous experience in undertaking similar exercise on the area of expertise required from team members
  - At least 3 years of professional experience in management and implementation of legislation reviewing projects and programmes at national level;
  - Experience in carrying out trainings with a primary focus on gender equality, communication and other relevant areas;
  - Excellent planning, writing and reporting skills;
  - Work experience with international donors, particularly UN Agency will be considered an asset
  - Proficient in Romanian, Russian and English

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

### **Proposals submission modality:**

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

A two-stage procedure shall be utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. Detailed *Technical Evaluation Criteria* are provided in the Annex I, clause 21 of the Request for Proposals (*Instruction to Offerors*).

Only the financial proposals of Offerors satisfying the main criteria will be considered. The contract will be awarded to the Offeror obtaining the highest cumulative score, determined following the formula indicated under Clause 21 of the Annex I of the Request for Proposals (*Instruction to Offerors*).

**PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services under **RFP14/00929: Harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement** for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

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

We agree to abide by this Proposal for a period of **sixty (60)** days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month \_\_\_\_\_ of year \_\_\_\_\_

**E. Signature**

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Authorized Signature [*In full and initials*]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Contact Details: \_\_\_\_\_

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



## 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: RFP14/00929: Harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement

#### A. Cost Breakdown per Deliverables

| SN | Deliverables<br><i>[list them as referred to in the TOR]</i>  | Percentage of<br>Total Price<br>(Weight for<br>payment) | Price<br>(Lump Sum, All<br>Inclusive) |
|----|---|---|---------------------------------------|
| 1  | Report on organizing a training on sexist advertisement, preventing and elimination of sexist advertisement mechanisms for the LPAs' specialists, media and advertisement agencies (journalists and editors) (including handouts and agenda, list of participants)  | 40%   |                                       |
| 2  | Report on the implementation of the media and advertisement legislation through the gender equality lences and recommendations for amendment of legislation   |   |                                       |
| 3  | Report on the organization of a training on gender mainstreaming for relevant media specialists representing representatives of the Ministry of Labour, Social Protection and Family, communication specialists from the ministries and other central public administration institutions, LPA's, Audiovisual Coordinating Council's, Council of Observers, media and advertisement agencies (including handouts and agenda, list of participants) |   |                                       |
| 4  | Draft amendments in the area of sexist advertisement to the existing legal framework, including establishment of an institutional gender monitoring and sanctioning mechanism in media and advertisement.   |   |                                       |
| 5  | Draft amendments to the legal framework related to social advertisement and for the establishment of the mechanism of cooperation with the advertisement agencies to promote the placement of social advertisement based on international best practice in the area   | 20%   |                                       |
| 6  | Guidelines for assessment of sexist advertisement   | 30%   |                                       |
| 7  | Report on the outcomes of public consultations on guidelines for assessment of sexist advertisement   |   |                                       |
| 8  | Final report  | 10%   |                                       |
|    | 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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**RFP14/00929: Harmonization of the national legislation in compliance with the international standards related to the prevention and elimination of sexism in media and advertisement**

**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><br>(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: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

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

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

## 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 for a period of *[Insert time period]* from the Effective Date, unless earlier terminated in accordance with the terms of this Contract.

**OR**

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.

*[Optional] [2.3 Include any other relevant provisions regarding the objective or scope of the Contract.]*

(d) Article 3

(e) 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*

*.././....]*

**OR**

##### **OPTION 2 (TASK ORDERS)**

4.1 The Contractor shall provide to UN Women *[detailed description of services (if appropriate, by reference to other contract documents, e.g., the Terms of Reference)]* (the “Services”) in accordance with the terms and conditions of this Contract.

4.2 The Contractor shall perform the Services only upon issuance by UN Women of duly executed Task Orders (as defined below in Article 4A) in accordance with the requirements set forth in this Contract and such Task Order.

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.”

[Optional] [4.19 *The Contractor shall perform the Services using the personnel listed as key personnel below: [List collectively, the “Key Personnel”].*]

[Optional][4.20 *.... Include any other provisions regarding the Contractor’s personnel (e.g., designation of managers, liaisons or points of contract) that are appropriate.*]

#### **[ARTICLE 4A]**

##### **[TASK ORDERS]**

[4A.1 UN Women shall issue to the Contractor, from time to time during the [Initial Term][and the Extended Term] Task Orders in the form set out at Annex [\_\_\_], setting out the [types] of Services required and other instructions for the performance of Services (each, a “Task Order”). No Task Order shall be valid unless authorized and signed by a duly authorized UN Women official. Each Task Order shall, at a minimum, make reference to this Contract, indicate the type(s) of Services ordered, the applicable [rates]/[fees] [and total fee] for the Services being ordered, schedule for performance, and other relevant details. Task Orders shall be transmitted to the Contractor by [means of transmission] [other details of Task Order transmittal and acknowledgment].]

[4A.2 All Task Orders issued by UN Women pursuant to this Contract, and all Services performed by the Contractor pursuant to such Task Orders, shall be subject to and governed by the terms and conditions of this Contract, whether or not the Task Order contains a provision to that effect. In the event of any inconsistency between the terms and conditions of a Task Order and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.]

[4A.3 The Contractor shall promptly acknowledge receipt of each Task Order, and the date of its receipt, by [manner of confirmation]]. Any failure by the Contractor to provide such acknowledgement shall not relieve the Contractor from discharging its obligations under the Contract.]

[4A.4 The Contractor shall accept changes to or cancellations of Task Orders by UN Women without penalty or charge, provided UN Women provides written notice of such change or cancellation not later than [number] days [following issuance of the Task Order] [prior to the scheduled performance date].]

#### **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.

**OR**

**OPTION 2 (TIME-BASED CONTRACTS)**

5.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a price not to exceed \_\_\_\_\_ [insert currency & amount in figures and words].

5.2 The amount set forth in Article 5.1 above is the maximum total amount payable to the Contractor under this Contract, and is not a guaranteed amount. The Fee Schedule in Annex \_\_\_\_\_ [insert annex number] contains the maximum amounts per cost category that are reimbursable under this Contract; such maximum amounts are not guaranteed amounts. The Contractor shall reflect in its invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

5.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under Article 5.1 or of any of the amounts specified in the Fee Schedule for each cost category without the prior written agreement of \_\_\_\_\_ [name and title], UN Women.

5.4 The Contractor shall submit itemized invoices for the work done every \_\_\_\_\_ [insert period of time or milestones]. Invoices shall include whatever supporting documentation of the actual costs incurred is required in the Fee Schedule or may be required by [name and title], UN Women.

**OR**

5.4 The Contractor shall submit an itemized invoice for \_\_\_\_\_ [insert amount and currency of the advance payment in figures & words] upon signature of this Contract by both parties and itemized invoices for the work done every \_\_\_\_\_ [insert period of time or milestones]. Invoices shall include whatever supporting documentation of the actual costs incurred is required in the Fee Schedule or may be required by [name and title], UN Women.

5.5 Progress and final payments shall be effected by UN Women to the Contractor in accordance with Article 7 (Time and Manner of Payment). Such payments shall be subject to any specific conditions for reimbursement contained in the Fee Schedule.

5.6 Without prejudice to or limiting the provisions of Article 18 (Tax Exemption) of the General Conditions, the rates for the Services provided hereunder are 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.

5.7 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:

- (f) Name of Bank:
- (g) Bank Address:
- (h) Bank ID:
- (i) Account No:
- (j) Title/name:
- (k) Currency of Payment:
- (l) Currency of Bank Account:
- (m) 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** (will be applied to specific contract situations, and adapted accordingly)

### **Article 9A**

#### **Insurance**

Types of insurance that might be appropriate are professional liability insurance, financial institution bond, cyber risk insurance, general liability insurance. Also, it should be considered whether insurance requirements should apply to subcontractors.

### **Article 9B**

#### **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.

### **Article 9C**

#### **Security**

9C.1 The Contractor shall take reasonable measures to safeguard its Personnel, protect property and safeguard against sabotage, damage, loss and theft of all material, supplies, and equipment, including, without limitation, UN Women furnished equipment and supplies. As used in this Contract, the term "UN Women furnished equipment and supplies" shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.

9C.2 The Contractor shall develop a security plan in consultation with UN Women, including detailed procedures to cover evacuation, personnel, equipment, safeguarding of UN-furnished equipment and supplies, unlawful interference, baggage screening for carriage of weapons, explosives, narcotics and contraband, and prevention of sabotage. The Contractor shall submit such security plan to UN Women within [number] days of the Effective Date. UN Women reserves the right to examine procedures, methods and facilities used by the Contractor to provide security. The Contractor shall give due consideration to adjustments to such procedures or facilities as may be recommended by UN Women. Nothing in the foregoing provisions, including inter alia UN Women's examination of the Contractor's security plan or its making of recommendations regarding such security plan, shall limit or abrogate the obligations and responsibilities of the Contractor under this Contract to safeguard the safety and security of its Personnel, the Contractor's equipment and other property, UN Women furnished equipment and supplies and Personnel's personal effects and other property.

9C.3 UN Women may, when feasible and appropriate in the sole opinion of UN Women:

12.3.1 Inform and, to the extent necessary, update the Contractor of its security regulations, policies and procedures;

12.3.2 Provide the Contractor's Personnel with the necessary security passes and access to areas necessary for performance of this Contract; and

12.3.3 Include the Contractor's Personnel in the UN Women security plan on the same terms that are offered to implementing partners of UN agencies, funds and programmes, provided, however, the level of security to be provided to the Contractor shall be consistent with the assessment of local conditions by UN Women, but shall in no event exceed the level of security provided to UN Women staff in the mission area or relevant portion thereof.

9C.5 Neither UN Women nor any of its officials, agents, and employees shall be liable for any loss, damage, injury or death that may be sustained by the Contractor, its Personnel, the Contractor's equipment or other property or the Personnel's personal effects or other property during, in connection with or as a result of, UN Women's or the Contractor's taking or failure to take any security measures provided for in this Article. Further (i) the Contractor shall make no demand or claim, whether in its own right or on behalf of such Personnel or any other third party, against UN Women, its officials, agents, and employees,

in respect of, based on or in any way relating to UN Women's or the Contractor's taking or failure to take such security measures; and (ii) without prejudice to and in addition to any other indemnities under this Contract, the Contractor shall indemnify, defend and hold and save harmless UN Women, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by Personnel or any other third party against UN Women, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to UN Women's or the Contractor's taking or failure to take any such security measures.

#### **Article 9D**

##### **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 9E**

##### **Performance Security**

9E.1 No later than [*number*] days following the Effective Date of the Contract, the Contractor shall provide to UN Women, at the Contractor's sole cost and expense, performance security in the form of a [*standby letter of credit*]/[*independent bank guarantee (first demand guarantee)*] in accordance with the form set forth in Annex [*insert Annex number*] hereto, or a similar instrument acceptable to UN Women in its sole discretion, in the amount of [*currency*][*number in words and figures*] (the "Performance Security"). In the event that the relevant contract amount is materially increased, UN Women shall have the right, at its sole option, to require a corresponding increase in the amount of the Performance Security, which the Contractor shall provide within [*number*] days following such request.

9E.2 The Performance Security shall serve to secure the performance by the Contractor of its obligations in accordance with the terms and conditions of this Contract, and to provide a source of compensation for UN Women for any failure by the Contractor to perform such obligations. If the Contractor fails to deliver the Performance Security to UN Women within the time limit specified herein, UN Women shall, without prejudice to any other rights or remedies, be entitled to withhold payment from any one or more invoices submitted by the Contractor up to the required amount of the Performance Security.

9E.3 The Performance Security shall require the Issuer (as defined in Article 14.6 below) to deliver the money required by UN Women immediately upon [*for standby letter of credit, presentment to the Issuer of a draft*]/[*for independent bank guarantee (first demand guarantee), a first written demand by UN Women*] in accordance with the requirements of the Performance Security, without having to prove the liability of the Contractor. The Performance Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings, without any objection, opposition or recourse by the Issuer and without it being necessary to provide evidence to the Issuer of any shortcoming of or any default by the Contractor.

9E.4 The Performance Security shall remain valid and in force until [*date*], subject to extension if so provided in this Contract or the Performance Security. The Performance Security shall not be subject to any form of suspension by interim relief, whether by arbitral order or otherwise.

9E.5 In the event the Term of this Contract is extended, the Contractor shall obtain, at its sole cost and expense, an extension of the Performance Security. The Contractor shall obtain such extension within thirty (30) days after the date of such request, or if the Performance Security would expire sooner than thirty (30) days after such date, prior to such expiration. If the Contractor fails or refuses to obtain such extension, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract. In the event that the Performance Security contains a provision for automatic extension, the Contractor shall notify UN Women in writing of each such automatic extension not later than thirty (30) days prior to the date on which the Performance Security would otherwise expire. In the absence of such notice, or if the Contractor notifies UN Women that the Performance Security will not be extended, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

9E.6 The Performance Security shall be issued by a prime commercial and accredited financial institution acceptable to UN Women in its sole discretion (the "Issuer"). If the Issuer of the Performance Security files for bankruptcy or is declared bankrupt, becomes insolvent or is liquidated or its right to do business is suspended or terminated, the Contractor shall within

five (5) days thereafter provide another Performance Security, which shall be issued by an Issuer and in a form acceptable to UN Women. The Contractor shall have an obligation to promptly notify UN Women in writing in the event that any of the foregoing has occurred or is likely to occur. If the Contractor fails or refuses to comply with the foregoing obligations, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

#### **Article 9F UN Women Equipment and Supplies**

9F.1 Title to equipment and supplies purchased by the Contractor with funds provided by UN Women or for which the Contractor is entitled to be reimbursed under the terms of this Contract shall pass to and vest in UN Women upon acceptance by UN Women of such equipment or supplies following UN Women's receipt of the equipment and supplies and the Contractor's compliance with UN Women's inspection procedures. In the event that the Contractor is requested in writing by UN Women to purchase other equipment or supplies on UN Women's account, such equipment or supplies shall be purchased by the Contractor on a cost reimbursable basis provided that (a) prior to purchasing such equipment or supplies the Contractor notifies UN Women of the cost thereof, and provides to UN Women such other information concerning such equipment or supplies as UN Women may request, and (b) UN Women authorizes the Contractor, in writing, to purchase the equipment or supplies. Title to such equipment or supplies shall pass to and vest in UN Women following UN Women's receipt of the equipment and supplies and the Contractor's compliance with UN Women's inspection procedures. Authorization by UN Women to the Contractor to purchase such equipment or supplies shall not increase the relevant contract amount set forth in Article 5 hereof.

9F.2 In addition to UN Women's rights under Article 8 (Equipment Furnished by UN Women to the Contractor) of the General Conditions, the Contractor shall be responsible and accountable to UN Women for UN Women furnished equipment and supplies [as defined in Article 12.1, above.] **OR** [As used in this Contract, the term "UN Women furnished equipment and supplies" shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.] The Contractor shall take reasonable measures necessary to preserve such UN Women furnished equipment and supplies from loss or damage until returned to UN Women.

9F.3 UN Women and its authorized agents or representatives shall have access at all reasonable times to the premises in which any UN Women furnished equipment and supplies are located for the purpose of inspecting such equipment or supplies.

9F.4 Within [number in words and figures] days of the Effective Date, UN Women shall provide a list of UN Women equipment and supplies which UN Women intends to make available for use by the Contractor in performing this Contract. At such time, the Contractor's duly authorized representative and UN Women's representative or agent shall conduct a joint inspection of such equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. Items missing or not in working order shall be recorded. UN Women may, in its sole discretion, replace missing items or repair items not in working order. The Contractor's duly authorized representative and UN Women's representative or agent shall sign this list, indicating their agreement as to the quantity, working order and condition of the UN Women furnished equipment and supplies, and the list shall thereupon be annexed to this Contract as Annex [insert number of Annex] in accordance with Article 19 (Modifications) of the General Conditions. If the Contractor does not participate in the inspection of the UN Women furnished equipment and supplies mentioned above, the Contractor shall accept the listing provided by UN Women. No later than [number] days prior to the expiration or termination of this Contract, or when such equipment and supplies are no longer needed by the Contractor, the Contractor and UN Women's representative or agent shall conduct a joint inspection of the UN Women furnished equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. The Contractor shall replace missing items and repair or maintain items not in working order, subject to normal wear and tear, before returning them to UN Women and before the expiration or termination of the Contract.

9F.5 Subsequent issues of equipment or supplies by UN Women to the Contractor shall only be effected to a duly authorized representative of the Contractor who shall acknowledge receipt in writing of such equipment or supplies, recording the quantity, working order and condition of the equipment or supplies in accordance with Article 15.4, above.

9F.6 The Contractor shall promptly report to UN Women any accidents, theft, loss of or damage to equipment or other property of the Contractor or UN Women, or UN Women furnished equipment or supplies, or other incidents of a similar nature. In addition, the Contractor shall cooperate with all investigations into such accidents, theft, loss of or damage to such equipment, supplies or other property, or other incidents, which may be instituted by UN Women and/or governmental or other authorities.

#### **Article 9G Amendment of General Conditions**

9G.1 Owing to [insert reasons for amendment], Article(s) [insert articles to be amended] of the General Conditions in Annex A shall be amended to read/be deleted as follows: [Insert amended language]

#### **Article 10 Notices**

10.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized

overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile, transmitted to the Party for whom such notice or communication is intended, at the address or facsimile number shown below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract:

If to the Contractor:

[Please insert address of Contractor]

Attn: [name/title]

Fax: [number]

Email: [email]

If to the UN Women:

[Please insert address of UN Women]

Attn: [name/title]

Fax: [number]

Email: [email]

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

**Article 11  
Amendment**

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

**Article 12  
Miscellaneous**

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

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

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

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

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

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

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

**FOR [NAME OF CONTRACTOR]**

**FOR UN WOMEN**

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

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

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

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

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

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

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

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