

Request for Proposal

Reference No.:

RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women

Dear Sir/Madam,

Subject: RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure consultancy services to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field, as described in this Request for Proposal and its related annexes. UN Women now invites sealed proposals from qualified proposers for providing the requirements as defined in these documents.

2. In order to prepare a responsive proposal, you must carefully review, and understand the contents of the following documents:
 - i. This letter and Proposal Instruction Sheet (PIS)
 - ii. Instructions to Proposers (Annex I)
 - iii. Terms of Reference (TOR) (Annex II)
 - iv. Evaluation Methodology and Criteria (Annex III)
 - v. Format of Technical Proposal (Annex IV)
 - vi. Format of Financial Proposal (Annex V)
 - vii. Proposal Submission Form (Annex VI)
 - viii. Voluntary Agreement for Promoting Gender Equality in the Workplace (Annex VII)
 - ix. Proposed Model Form of Contract (Annex VIII)
 - x. General Conditions of Contract (Annex IX)
 - xi. Joint Venture/Consortium/Association Information Form (Annex X)
 - xii. Submission Checklist (Annex XI)

3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the Instructions to Proposers (Annex I).

PROPOSAL INSTRUCTION SHEET (PIS)

Detailed Instruction governing below listed summary of the “instructions to proposers” are available in the Annex I (“Instruction to Proposers”) accessible from this <http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf>

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	Deadline for Submission of Proposals	Date and Time : June 22, 2015 1:00 PM, local time City and Country: Chisinau, Republic of Moldova This is an absolute deadline, proposal received after this date and time will be disqualified.
4.1	Manner of Submission	<ul style="list-style-type: none"> ✓ Personal Delivery/ Courier mail/ Registered Mail ✓ Electronic submission of Proposal
4.1	Address for Proposal Submission	<p>Personal Delivery/ Courier mail/ Registered Mail :</p> <p>UN Women Moldova 131, 31 August 1989 Street MD-2012 Chisinau Republic of Moldova Attention: Registry Office/Procurement</p> <p>Electronic submission of Proposal:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Official Address for e-submission: tenders-Moldova@undp.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF files only, password protected <input checked="" type="checkbox"/> Password <u>must</u> not be provided to UN Women until the date and time of Bid Opening as indicated in No. 4.2 <input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB <input checked="" type="checkbox"/> Max. No. of transmission: 5 (five) for technical proposal and 1 (one) for financial proposal <input checked="" type="checkbox"/> No. of copies to be transmitted: 1 (one) <input checked="" type="checkbox"/> Mandatory subject of email for the Technical Proposal: “Technical Proposal for RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women” <input checked="" type="checkbox"/> Mandatory subject of email for the Financial Proposal: “Financial Proposal for RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women” <input checked="" type="checkbox"/> Time Zone to be Recognized: Moldova (GMT+2:00)
3.1	Language of the Proposal:	<ul style="list-style-type: none"> ✓ English
3.4.2	Proposal Currencies	<ul style="list-style-type: none"> ✓ United States Dollars (US\$) <p>For comparison purposes, all other currencies shall be converted into US Dollars using the UN Operational Rate of Exchange on the day of the competition deadline.</p>

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
3.5	Proposal Validity Period commencing after the deadline for submission of proposals (see 4.2 above)	120 days
2.4	Clarifications of solicitation documents	Requests for clarification shall be submitted 14 days before the deadline for submission of proposal.
	Contact address for requesting clarifications on the solicitation documents	Requests for clarification should be addressed to the e-mail address: lilia.tulea@unwomen.org Proposers must not communicate with any other personnel of UN Women regarding this RFP. <u>This Email Address is for clarifications ONLY.</u> <u>DO NOT SEND OR COPY YOUR PROPOSAL TO THIS E-MAIL ADDRESS, DOING SO WILL DISQUALIFY YOUR PROPOSAL.</u>
2.5	Pre-Proposal/Bid Meeting	✓ Not applicable
3.9	Proposal Security	✓ Not Required No Proposal Security is required for this RFP at this stage; however UN Women reserve the rights to request a Proposal Security from Proposers at any stage before the award of contract.
7.4	Performance Security	✓ Not Required Performance Security is not foreseen to be required by UN Women at this stage; however UN Women reserve the rights to request a Performance Security from the successful proposer at any stage.

4. The Proposer will be selected based on the Evaluation Methodology and Criteria indicated in Annex III.
5. This letter is not to be construed in any way as an offer to contract with your organization.

Yours sincerely,



Ulziisuren Jamsran
Country Representative
UN Women Moldova

RFP Instructions to Proposers

Table of Contents

1	INTRODUCTION	6
1.1	General	6
1.2	Eligible Proposers	7
1.3	Cost of Proposal	7
2	SOLICITATION DOCUMENTS.....	7
2.1	Contents of Solicitation Documents.....	7
2.2	Proposers' Responsibility to Inform Themselves	7
2.3	Errors or Omissions.....	8
2.4	Clarification of Solicitation Documents.....	8
2.5	Pre-Proposal Meeting	8
2.6	Amendments of Solicitation Documents.....	8
3	PREPARATION OF PROPOSALS	8
3.1	Language of the Proposal.....	8
3.2	Documents Comprising the Proposal.....	8
3.3	Technical Proposal.....	9
3.4	Financial Proposal.....	9
3.5	Proposal Validity Period	9
3.6	Format and Signing of Proposals	9
3.7	Payment.....	9
3.8	Joint Venture, Consortium/Association	10
3.9	Proposal Security.....	10
4	SUBMISSION OF PROPOSALS.....	11
4.1	Sealing and Marking of Proposals.....	11
4.2	Deadline for submission of Proposals	12
4.3	Modification and Withdrawal of Proposals.....	12
5	OPENING AND EVALUATION OF PROPOSALS	12
5.1	Opening of Proposals.....	12
5.2	Confidentiality.....	12
5.3	Clarification without Material Deviation	12
5.4	Preliminary Examination	13
6	EVALUATION METHODOLOGY AND CRITERIA	13
7	AWARD OF CONTRACT.....	13
7.1	Award criteria.....	13
7.2	UN Women Procuring Entity's right to vary quantity at time of award.....	13
7.3	Signing of the contract.....	13
7.4	Performance Security	13
7.5	Vendor Protest	14

1 INTRODUCTION

1.1 General

- a) Proposers are invited to submit a Proposal for the services described in the Terms of Reference (TOR) (Annex II), in accordance with these Solicitation Documents in the form of a Request for Proposal (RFP). All correspondence in relation to this RFP shall be sent to the contact address set out in the Proposal Instruction Sheet (PIS) found in the Invitation Letter.
- b) Proposers must strictly adhere to all the requirements of the RFP. No changes, substitutions or other alterations to the requirements stipulated in the RFP may be made unless in writing by UN Women.
- c) Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by the RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in and requirements of the RFP.
- d) Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UN Women. No binding contract, including a process contract or other understanding or arrangement will exist between the Proposer and UN Women and nothing in or in connection with this RFP shall give rise to any liability on the part of UN Women unless and until the Contract is signed by UN Women and the successful Proposer. UN Women is under no obligation to award a contract to any Proposer as a result of the RFP.
- e) UN Women may, at its discretion, cancel the requirement in part or in whole.
- f) UN Women implements a policy of zero tolerance on proscribed practices, including fraud¹, corruption², collusion³, unethical practices⁴, and obstruction⁵. UN Women is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UN Women as well as third parties involved in UN Women activities. UN Women therefore:
 - a. will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
 - b. will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;
 - c. will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;
 - d. will normally requires a UN Women vendor to allow UN Women, or any person that UN Women may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.
- g) All Proposers must adhere to the [UN Supplier Code of Conduct](http://www.un.org/depts/ptd/pdf/conduct_english.pdf), which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf
- h) Information relating to the examination, evaluation, and comparison of Proposals and the recommendation of contract award shall be treated with appropriate confidentiality. Except as otherwise set out herein, UN Women shall not disclose information to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

¹ any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead thereby enabling a proposer to obtain a financial or other benefit or to avoid an obligation;

² offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of the Procuring UN Women Entity;

³ an arrangement between two or more proposers designed to achieve an improper purpose, including to influence improperly the actions of the Procuring UN Women Entity;

⁴ behavior that constitutes a conflict of interest, or that is contrary to the policies and requirements of doing business with UN Women, including but not limited to post-employment and gifts and hospitality provisions;

⁵ deliberately destroying, falsifying, altering or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede UN Women investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing an investigation

1.2 Eligible Proposers

This RFP is open to all national organizations that can provide the requested services, and are legally constituted or represented in the procuring country. A Proposer may be a private, public or government-owned legal entity or any combination of them in the form of associations(s) including joint ventures or consortiums with a formal intent to enter into an agreement.

UN Women encourages Proposal submissions from women led/owned qualified organizations. Proposers should not have been engaged, directly or indirectly, in the preparation of any part of this RFP document or Annexes.

Proposer shall not be eligible to submit a proposal when at the time of Proposal submission:

- a) Proposer is suspended by UN Women, or, the UN Procurement Division (UN/PD);
- b) Proposer's is on the list maintained by the Security Council of individuals and entities subject to the sanctions measures by General Assembly resolutions 1267 (1999), 1333 (2000), 1390 (2002), as reiterated in resolutions 1455 (2003), 1526 (2004), 1617 (2005), 1735 (2006), 1822 (2008), 1904 (2009), 1989 (2011) and 2083 (2012);
- c) Proposer has been declared ineligible by the World Bank;
- d) Proposer has any pending disputes or litigation with United Nations organizations, specialized agencies or any of its member states;
- e) Proposers are not legally constituted under existing law or regulations of their and/or beneficiaries country, and if requested by UN Women, Proposer has not submitted copies of supporting documentation defining, for example, the constitution or legal status, place of registration, and principal place of business of the Proposer, as required; or
- f) Proposer has a conflict of interest. Proposer may be considered to have a conflict of interest with one or more parties in this solicitation process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UN Women to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Services to be purchased under these Solicitation Documents.

1.3 Cost of Proposal

The cost of preparing a proposal, attendance at any pre-proposal conference, meetings or oral presentations shall be borne by the proposers, regardless of the conduct or outcome of the solicitation process. The Proposer shall not in any way include these as a direct cost of the assignment.

Proposals must offer the services for the total requirement; proposals offering only part of the services will be rejected unless the option of submitting a proposal for any or all lot/s of the requirement has been expressly stated in the terms of reference/statement of work.

2 SOLICITATION DOCUMENTS

2.1 Contents of Solicitation Documents

Proposals must offer services for the *total* requirement. Proposals offering only part of the requirement will be rejected.

2.2 Proposers' Responsibility to Inform Themselves

Proposers shall be responsible to inform themselves in preparing their Proposal. In this regard, Proposers shall ensure that they:

- a) Review the solicitation documents to ensure they have a complete copy;
- b) Examine and fully inform themselves in relation to all aspects of the solicitation documents, including the proposed model form of Contract and all documents included or referred to in the RFP;
- c) Obtain and examine all other information relevant to the services and the TOR available on reasonable enquiry;
- d) Verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or any discussion with UN Women, its employees or agents;
- e) Fully inform and satisfy themselves as to the requirements of any relevant authorities and laws that apply or may in the future apply to the provision of the requested services; and
- f) Form their own assessment of the nature and extent of the services requested and properly account for all the services in their Proposal.

Proposers acknowledge and agree that the RFP does not purport to contain all relevant information in relation to the services and is provided solely on the basis that Proposers shall be responsible for making their own assessment of the matters referred to in the RFP, including the contract.

Proposers acknowledge that they have not relied upon any information not included in this RFP, and that UN Women, its employees, and agents made no representations or warranties (express or implied) as to the accuracy, decency or completeness of this RFP or any other information provided to the Proposers.

2.3 Errors or Omissions

Proposers shall immediately notify UN Women in writing with full detail of any ambiguities, errors, omissions, discrepancies, inconsistencies, or other fault in any part of the RFP.

Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

2.4 Clarification of Solicitation Documents

Any request for clarification of the RFP Documents must be sent in writing at the mailing address indicated in the PIS. UN Women will respond in writing and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all prospective Proposers. Responses to clarification requests will be binding on all Proposers.

2.5 Pre-Proposal Meeting

Unless otherwise instructed in writing by UN Women, a Pre-Proposal Meeting will only be held if stated in the PIS, at the time and place and in accordance with any instructions indicated in the PIS;

If the PIS states that a Pre-Proposal Meeting shall be mandatory, a Proposer who does not attend the Pre-Proposal Meeting shall be ineligible to submit a Proposal under this RFP.

The names of representatives of Proposers who will attend the Pre-Proposal Meeting shall be submitted in writing by the Proposers to the UN Women contact person as listed in the PIS, including the full name and position of each representative at least 24 hours before the Pre-Proposal Meeting is to be held.

UN Women will not issue any formal answers to question from Proposers regarding the RFP or Proposal process during the Pre-Proposal Meeting. All questions shall be submitted in accordance with Article 2.4.

The Pre-Proposal Meeting shall be conducted for the purpose of providing background information only. Without limiting Article 2.5, Proposers shall not rely upon any information, statement or representation made at the Pre-Proposal Meeting unless that information, statement or representation is confirmed by UN Women in writing.

UN Women shall prepare minutes of the Pre-Proposal Meeting and shall communicate them in writing in the form indicated on the PIS to all Proposers who received the solicitation documents from UN Women shortly after the Pre-Proposal Meeting.

2.6 Amendments of Solicitation Documents

At any time prior to the deadline for submission of Proposals, the UN Women procuring entity may, for any reason, amend the Solicitation Documents.

Prospective Proposers will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Proposers reasonable time, the UN Women procuring entity may, at its discretion, extend the deadline for the submission of Proposals, in accordance with [Clause 4.2](#).

3 PREPARATION OF PROPOSALS

3.1 Language of the Proposal

The Proposals and all correspondence and documents relating to the Proposal shall be written in the **English language**, unless otherwise indicated in the Proposal Instruction Sheet (PIS).

3.2 Documents Comprising the Proposal

The Proposer is required to complete, sign, and submit the following documents:

- a) *Proposal submission form*. Duly signed and dated with the proper authorization for the person signing the Proposal, indicated by written power of attorney;
- b) *Technical Proposal*, including documentation to demonstrate that the Proposer meets all requirements;
- c) *Joint Venture, Consortium/Associations Form*. In the case of a joint venture, consortium/association, the relevant form indicated in the invitation letter must be completed, signed and submitted along with the Technical Proposal;
- d) *Financial Proposal*;
- e) *Proposal Security* (if applicable); and
- f) *Performance security* (if applicable).

3.3 Technical Proposal

The technical component of the Proposal should be concisely presented and structured in the format contained in Annex IV, "Format of Technical Proposal".

To ensure proper understanding of the requirements, include any assumptions, as well as comments on the data, support services and facilities to be provided by UN Women as indicated in the TOR, or as you may otherwise believe to be necessary.

3.3.1 Expertise and Capability of Proposer

In order to provide corporate orientation, the Proposer shall provide all relevant support documentation including the Proposer's entity Profile; Proposer's entity legal registration certificates; Reference list of similar projects; and any other appropriate document.

3.3.2 Proposed work plan and approach

The Proposer shall demonstrate its 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.

3.3.3 Resource Plan, key personnel

The Proposer should fully explain its availability of resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

The Technical Proposal should not contain any pricing information whatsoever on the goods/services/works offered. Pricing information shall be separated and only contained in the appropriate Financial Proposal.

It is mandatory that the Proposer's Proposal numbering system corresponds with and crossreferences the numbering system used in the "Format of Technical Proposal," Annex IV.

References to supporting documentation, including descriptive material and brochures should be included in the text of the Proposal and the supporting documentation attached as annexes to the Proposal Information which the Proposer 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.

3.4 Financial Proposal

3.4.1 Proposal prices

The Proposer shall indicate in an appropriate Financial Proposal, the format for which is attached at Annex V, the prices of services it proposes to supply under the contract.

3.4.2 Proposal currencies

Prices in the Financial Proposal shall be quoted in the currency indicated in the PIS. For comparison and evaluation purposes, UN Women will convert the figures contained in the Financial Proposal into USD at the official applicable UN rate of exchange on the closing date of the RFP. Proposals with no fixed price will be disqualified and will not be considered for evaluation.

3.5 Proposal Validity Period

All proposals shall remain valid and open for acceptance for a period instructed in the PIS form after the date specified for receipt of proposals. A proposal valid for a shorter period may be rejected. In exceptional circumstances, UN Women may solicit the proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A proposer granting the request will not be required nor permitted to modify its Proposal.

3.6 Format and Signing of Proposals

The Proposal shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorized to bind the Proposer to the contract.

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

3.7 Payment

UN Women shall effect payments to the Contractor for the performances of services rendered or good delivered to the satisfaction of UN Women. Advance payments may not be made unless in exceptional circumstances and with appropriate authorization. Any request for advance payment should be justified and documented and submitted in the Financial Proposal. In such cases, UN Women will normally require a Performance Security.

3.8 Joint Venture, Consortium/Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium/association at the time of the submission of the Proposal, they shall confirm in their Proposal that:

- a) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture, consortium/association jointly and severally, and this shall be duly evidenced by the respective entitled document among the legal entities, which shall be submitted along with the Proposal; and
- b) if they are awarded the contract, the contract shall be entered into, by and between UN Women and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, consortium/association. The composition or the constitution of the joint venture, consortium/association shall not be altered without the prior consent of UN Women.

After the Proposal has been submitted to UN Women, the lead entity identified to represent the joint venture, consortium/association shall not be altered without the prior written consent of UN Women. Furthermore, neither the lead entity nor the member entities of the joint venture, consortium/association may submit another Proposal, either in its own capacity; nor as a lead entity or a member entity for another joint venture, consortium/association submitting another Proposal.

The description of the organization of the joint venture, consortium/association must clearly define the expected role of each of the entity in the partnership in delivering the requirements of the RFP, both in the Proposal and the joint venture, consortium/association. All entities that comprise the partnership shall be subject to the eligibility and qualification assessment by UN Women.

Where a joint venture, consortium/association is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture, consortium/association; and
- b) Those that were undertaken by the individual entities of the joint venture, consortium/association expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by persons working in an individual capacity but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture, consortium/association or those of its members, but should only be claimed by the individual themselves in their presentation of their individual credentials.

3.9 Proposal Security

Where a Proposal Security is required, the Proposal Security shall be submitted in original and included along with the Technical Proposal, in the manner and for the amount indicated in the PIS. UN Women reserves the right to liquidate the Proposal Security, in the event of any or a combination of the following conditions:

- a) If the Proposer withdraws its Proposal after the deadline for submission, or;
- b) In the case the successful Proposer fails to:
 - a. sign the Contract resulting from this RFP process in accordance with the terms and conditions set forth in this RFP, including if applicable, for variation of requirement, as per RFP Clause 7.2; or
 - b. furnish Performance Security, comply with insurances requirements, or other documents that UN Women may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

UN Women may reject the proposal in its entirety if the Proposal Security amount is found to be less than what is required by UN Women as indicated in the PIS.

The Proposal Security shall be issued by a regulated financial institution such as banks certified by the central bank of the country where the bank is located in the case of a banking institution. UN Women may, at its discretion, reject any Proposal Security that does not comply with this requirement.

The Proposal Security shall remain valid throughout the Proposal Validity Period. After which the Proposal Security will automatically become null and void, unless a dispute arises in relation to the Proposal Security.

Proposal Security of unsuccessful Proposers shall be returned. Unsuccessful Proposers shall organize with UN Women to collect their Proposal Security. UN Women will make this available to Proposers within fifteen days after UN Women and the successful Proposer have entered into the contract.

4 SUBMISSION OF PROPOSALS

4.1 Sealing and Marking of Proposals

Your proposal comprising technical proposal and financial proposal shall be submitted in accordance with the below instruction(s);

The Financial Part and the Technical Part of proposals **MUST BE COMPLETELY SEPARATED** into two separate envelopes or in case of electronic submission, in two separate e-mails and each of them must be sealed or sent individually.

A) Mail/courier/personal delivery:

The Financial Part and the Technical Part of proposals MUST BE COMPLETELY SEPARATED into two separate envelopes and each of them must be sealed individually and **clearly marked on the outside as either “TECHNICAL PROPOSAL – RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women” or “FINANCIAL PROPOSAL - RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women”,** as appropriate. These two envelopes can then be placed into a single envelope. The Proposals are to be delivered to and marked as follows:

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

- Both inner envelopes must be clearly marked with the following information:

<p>UN Women Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova</p> <p>RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women</p> <p>Submission 1 of 2: (name of the proposer)</p> <p>Technical Proposal</p>	<p>UN Women Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova</p> <p>RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women</p> <p>Submission 2 of 2: (name of the proposer)</p> <p>Financial Proposal</p>
--	--

If the inner envelopes are not sealed and marked as per the above and information provided in PIS, the UN Women procuring entity will not assume responsibility for the Proposal's misplacement or premature opening.

B) Proposals by e-mail:

In case of electronic submission, the Offeror shall send two (2) separate messages by e-mail to the following address:

tenders-Moldova@undp.org

The first e-mail message shall have the following subject: **“Technical Proposal for RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women”**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women”**.

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

Having prepared the Proposal in paper format as specified in Clause “4. 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 RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women”** and separate email **“Financial Proposal: RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women” – DO NOT OPEN IN ADVANCE**. The opening of the financial proposal must be secured with the password protected ZIP archive by the Offeror, which will be given to the procuring UN Women entity upon its request after the completion of the technical proposals evaluation.

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

Bids will not be considered and will be rejected in cases where:

- i. Proposals submitted to any other address or location, or copied to an e-mail address other than dedicated bid secure e-mail addresses as instructed above;
- ii. Proposals sent via the correct route after having been sent incorrectly;
- iii. If the Technical and Financial Proposals are sent in the same PDF file;
- iv. If financial information is included in the technical proposal.

4.2 Deadline for submission of Proposals

Proposals must be received by the UN Women procuring entity at the address specified in the PIS no later than the time and date specified in the PIS. Proposals received later shall be disqualified. It shall be the sole responsibility of the Proposers to ensure that their Proposal is received before the deadline.

Proposers are reminded that it can take some time to transmit the files via e-mail so they should submit their proposal well before the deadline.

The UN Women procuring entity may, at its own discretion extend the deadline for the submission of Proposals by amending the solicitation documents by written notice.

4.3 Modification and Withdrawal of Proposals

The Proposer may withdraw or modify/correct its Proposal after the Proposal's submission, provided that written notice of the withdrawal or modification is received by the UN Women procuring entity prior to the deadline prescribed for submission of Proposals.

The Proposer's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of [Clause 4.1: Sealing and Marking of Proposals](#). The withdrawal notice may also be sent by e-mail but must be 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 Proposer on the Proposal Submission Form.

5 OPENING AND EVALUATION OF PROPOSALS

5.1 Opening of Proposals

UN Women will open the Proposals in the presence of a Committee formed in accordance with its regulations, rules, policies and procedures.

Subject to clarifications as set out below, a Proposer shall not be permitted to correct or withdraw material deviations or reservations in a Proposal once the Proposal has been opened.

5.2 Confidentiality

Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process until publication of the Contract Award.

Any effort by a Bidder to influence UN Women in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Proposal. Notwithstanding this instruction, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact UN Women on any matter related to the bidding process, it should do so in writing.

5.3 Clarification without Material Deviation

To assist in the examination, evaluation and comparison of proposals, UN Women may at its discretion, ask the Proposer for clarification of its proposal, without material deviation, reservation, or omission. 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.

Proposal with a material deviation, reservation, or omission include proposals that:

- a) affect in any substantial way the scope, quality, or performance of the requested services in the RFP; or,
- b) propose to limit in any substantial way the rights and obligation of the parties; or,

- c) if rectified, would unfairly affect the competitiveness of other proposals.

5.4 Preliminary Examination

Prior to the detailed evaluation of each Proposal UN Women will undertake a preliminary examination of the Proposals. UN Women may reject any Proposal during the preliminary examination which does not comply with the requirements set out in this RFP, without further consultation with the Proposer, including in cases where:

- a) The Proposal is incomplete (i.e., does not include all required information and documents as specified in the PIS, [Section 3: Preparation of Proposals](#)), frivolous, or contains material deviations from or reservations to the RFP including any documentation contained therein;
- b) The Proposer is not eligible as per [Clause 1.2: Eligible Proposers](#);
- c) The Proposal has not been duly signed and/or not signed on the relevant signature-blocks;
- d) The validity of the Proposal is not in accordance with the requirements of the RFP [Clause 3.5: Proposal Validity](#);
- e) The Technical and Financial Proposals have not been submitted separately;
- f) The pricing information is included in the Technical Proposal;
- g) Proposals and modification to Proposals submitted to any other address or location, or copied to an e-mail address other than the address specified under [Section 4: Submission of Proposals](#).
- h) Proposal sent via the correct route after having been sent incorrectly.

UN Women 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. UN Women'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 UN Women and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

6 EVALUATION METHODOLOGY AND CRITERIA

UN Women shall evaluate Proposals pursuant to Annex III: "Evaluation Methodology and Criteria".

7 AWARD OF CONTRACT

7.1 Award criteria

The UN Women procuring 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 any obligation to provide any notice, explanation or justification therefore.

Prior to expiration of the period of Proposal validity, the UN Women procuring entity will award the contract to Proposer who obtains the highest score according to the Evaluation Methodology and Criteria.

7.2 UN Women Procuring Entity's right to vary quantity at time of award

UN Women reserves the right to vary, at the time of award of Contract, the quantity of services and/or goods, or scope of work, by up to a maximum twenty five per cent (25%) of the original TOR, without any change in the unit price or other terms and conditions.

7.3 Signing of the contract

The UN Women procuring entity will send the successful bidder the Contract which constitutes the Notification of Award.

Within 5 working days of receipt of the Contract the successful Proposer shall sign and date the Contract and return it to the UN Women procuring entity. Proposer should review the proposed contract and all documentation attached thereto with due diligence prior to submitting their proposer and/or signing the contract. Should there be a need to delay; Proposer shall inform UN Women in writing.

7.4 Performance Security

If performance security is required, as stated in the PIS. The successful Proposer will be required to provide the performance security using the Performance Security Form contained in the RFP and in accordance with the requirements of the Contract, within 10 working days of the receipt of the Contract from the UN Women.

Failure of the successful Proposer to comply with the requirement of Clause 7.3 or Clause 7.4 shall constitute sufficient grounds for the cancellation of the award and forfeiture of the Proposal Security if any, in which event the UN Women Procuring entity may make an alternate award or institute a new RFP.

7.5 Vendor Protest

UN Women's [vendor protest procedure](#) provides an opportunity for appeal to proposer(s) who believe that they were not treated fairly. This [link](#) provides further details regarding UN Women's vendor protest procedures. Proposers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UN Women Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UN Women Ethics Office as and when required. Such cooperation shall include, but not be limited to the following: access to all employees, representatives, agents and assignees of the Proposer; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UN Women to repudiate and terminate the contract, and to debar and remove the supplier from UN Women's list of registered suppliers.

Terms of reference

For local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field

Project: 89355, Women Migrant Workers' Labour & Human Rights Project (WMW)

Location: Chisinau, Moldova

Primary category: Protecting and promoting women migrant worker's rights

Reference to the project: „Promoting and Protecting Women Migrant Workers' labor and human rights: Engaging with international, national human rights mechanisms to enhance accountability”

Type of contract: Institutional Service Contract

Starting date: 1 July 2015

Expected duration of assignment: 1 July – 30 September 2015

Contracting Authority: UN Women

BACKGROUND

Protecting women migrant worker's rights advances the human rights agenda, has a positive bearing on irregular migration and trafficking, contributes to well managed labor migration and good migration governance, and is critical for economic growth and development.

In December 2013, UN Women entered into agreement with European Commission to implement a global project „Promoting and Protecting Women Migrant Workers' labour and human rights: Engaging with international, national human rights mechanisms to enhance accountability” with 3 pilot countries: Mexico (Latin America), Moldova (Eastern Europe), Philippines (South East Asia). This project strives to promote women migrant worker's rights and protect them against exclusion and exploitation at all stages of migration. It aims to contribute to this overall objective by (a) strengthening strategic international human rights mechanisms, national oversight institutions and governments to ensure accountability to women migrant workers at all stages; (b) strengthening women migrant workers' organizations and their support groups to effectively engage with the above stakeholders to ensure greater accountability to them. This project will be both global and will be anchored nationally in Mexico, Moldova and the Philippines.

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

RATIONALE & JUSTIFICATION

One of the specific results of the programme is tied to enhancing capacity and accountability of governments, national oversight mechanisms, Parliaments, national human rights mechanisms and institutions to women migrant workers' rights, and the latter's engagement with them. The preliminary analysis and assessment found that there are critical gaps in available data and analysis regarding the localities, regions with the highest number of migrants (especially seasonal migrants) as well as comprehensive profiles of local organizations, governmental and non-governmental institutions with different organizational forms that are related to protecting and promoting the women migrants' workers' rights.

At the same time, the specific needs and key issues of women migrant workers during the migration cycle, identified during local public consultations (performed in August 2014, within WMW project) can be addressed by getting access to

information with specialized and diversified services, especially in electronic format (e-services) by means of the Joint Bureaus for Information and Services (JISBs).

The Government of Moldova adopted the Decision No. 661 as of 30 August, 2013 (issued in Monitorul Oficial on 06.09.2013 with Nr. 191-197, art Nr: 763) that provides a legal framework on the work and organization of the JISBs, and also serves the base for its nationwide replication. The Government also ensured financial coverage of the JISB from the state central budget, which has been assessed as a key result in terms of sustainability of the interventions and future of JISBs functioning. Alongside, the project is undertaking efforts to facilitate the process of JISB replication to the remaining districts and consolidating the existing functioning of JISBs as well as assisting all JISBs on the conceptual and technical part of their functioning by providing guidance to LPA and local service providers.

It was found that there is a lack of capacity and cooperation of local organizations, governmental and non-governmental institutions with different organizational forms, including with the JISBs to engage effectively with women migrant workers to address their concerns and provide well-informed quality services in the area of migration. Migrant women workers organizations and women migrants as individuals begin to become more vocal about the protection of their rights but the need to effectively address their necessities remains a consistent concern.

The mapping of the local organizations, governmental and non-governmental institutions and their connection to JISBs activity that provide quality services, including for women migrant workers will serve as a basis for creation of a functional network that will advocate for protecting and promoting the women migrants' rights by providing increased access to specialized services in the area of migration, tailored training and a virtual communication platform.

SCOPE OF WORK

UN Women WMW Project is planning to subcontract a local company/NGO to undertake a comprehensive mapping of most active local organizations, governmental and non-governmental institutions with different organizational forms (NGOs, associations, state institutions and structures, mixed centers, protective mechanisms (NRS, National and Territorial Commissions to combat trafficking, Administrative Committees / multidisciplinary, at local level or town hall) which provide different services for migrants (both emigrants and immigrants), at each stage of migration.

Taking into account the causes of migration (including domestic violence), purposes of migration (work based on intergovernmental agreements, or personal employment, etc.) and consequences of migration on people from Republic of Moldova (human trafficking, labor exploitation), the mapping process will involve the organizations and state institutions active in the following domains:

- Migration and reintegration with purposes of labor, promoting and protecting the rights related to the employment abroad and those related to social-economic reintegration upon return;
- Combating human trafficking, providing assistance in the rehabilitation and reintegration of trafficking victims, prevention of human trafficking;
- Assistance in the rehabilitation and reintegration process provided for victims of domestic violence.

This activity will contribute to the achievement of the Annual Work Plan under Outcome 1: Strategic international human rights mechanisms, national oversight institutions and governments increasingly ensure accountability to women migrant workers at all stages, Output 1.1: High quality knowledge products, advocacy/capacity building tools are available to effectively influence change, Activity 1.1.1 Mapping of national NGOs in the area of migration, labor and trafficking, as part of the situational analysis

OBJECTIVES & TASKS

The main purpose of this assignment is to provide an overview of the organizations/ government institutions and NGOs with different organizational form (NGOs, associations, institutions and state structures, joint centers, protection mechanisms, etc) that provide different types of services for migrants and immigrants, citizens of Republic of Moldova, at each stage of migration.

The result of the mapping will be used both by women migrant workers organizations and Diaspora associations, in order to increase access of women migrants at each stage of migration to relevant services in the field in the Republic of Moldova, as well as by the organizations / state institutions and NGOs from the country, with different organizational form (NGOs, associations, institutions and state structures, joint centers, protection mechanisms, etc.), including the Joint Information and Services Bureaus in order to improve the system of providing services to migrant women at all stages of migration by finding synergies and avoiding overlapping.

Under this specific assignment, the company / NGO will have to provide both conceptual support, as well as technical assistance (logistics as well) throughout the entire process, the tasks including, but not limited to:

1. Undertake mapping of organizations / government and non-government institutions with different organizational form (NGOs, associations, institutions and state structures, joint centers, protection mechanisms, etc) that provide different types of services for migrants, citizens of Republic of Moldova, at each stage of migration;
2. Develop a survey / questionnaires to collect the following information: (1) provide the profile of the organizations / government and non-government institutions (contact details, websites, head of the organization and contact details (email, telephone), contact person (2nd), year of foundation, number of years the organization is active in specific area, main direction of activities, target beneficiaries,) which provide information / services for migrants, or those actors whose activities are related to migration (trafficking, domestic violence, migration for work, etc.); (2) assess the need for capacity building relating to gender equality, integration of migration in development policies, migration in terms of gender equality, use of electronic services, communication and collaboration within online networks/platforms, etc;
3. Facilitate the organization of at least three local/ regional consultations in different parts of the country (North, Central, South) between the JISBs and the organizations / government and non-government institutions from the country, which provide information / services for migrants, or those actors whose activity is related to migration, in order to provide the full range of services offered to migrants by the JISBs and to identify the gaps and needs faced by these organizations in providing services for migrants and establishing a mutual referral system between beneficiaries of JISBs and organizations / government and non-government institutions active in the area of migration;
4. Based on the results of questionnaires and local consultations, develop a capacity building plan for the organizations, government and non-government institutions from the country which provide information / services for migrants, or those whose activity is related to migration, indicating specific activities (trainings and workshops) to be organized online and in the regions outside of the capital city, subjects, timeframe and potential participants;
5. Facilitate one national consultation of the organizations / government and non-government institutions from the country, which have been mapped with JISBs on how to jointly address issues of women migrant workers, possible cooperation, and organize joint JISB sittings (extended with the participation of the NGOs)

APPROACH AND METHODOLOGY

It is expected that the company/NGO will work under coordination of the Program Manager, WMW project and collaborate with the Ministry of Labour, Social Protection and Family.

It is strongly expected that the company/NGO proposes additional entry points and own methodological approaches for the mapping exercise and assessment of capacity building needs. However, the following methods should be included in the research activities:

- Using questionnaires (paper and / or electronic format) combined with detailed interviews held in the field (including photos);
- Organizing thematic focus group discussions, in accordance with the domain of activity of the organizations/ institutions (trafficking, domestic violence, regulation of work) in order to highlight useful services for migrants, at each stage of migration
- Analysis of recent data from the specialized literature, including statistical data regarding the localities, regions with the highest number of migrants (especially seasonal migrants)

DELIVERABLES

It is expected that the following deliverables will be presented under this assignment:

Nr.	Deliverable	Tentative percentage of milestone/output	Tentative timeframe for accomplishment of task
1	Methodology and tools for the mapping exercise and assessment of capacity building needs developed and presented. (<i>Progress report</i>)	Installment I: 30%	By 15 July, 2015
2	Mapping of organizations / government and non-government institutions from the country, which provide information / services for migrants, or those actors whose activity is related to migration. Development of the capacity building plan. (<i>Progress report</i>)		By 15 August, 2015
3	Three local/ regional consultations with the participation of JISBs and organizations / government and non-government institutions from the country, which provide information /	Installment II: 30%	By 10 September, 2015

	services for migrants, or those actors whose activities are related to migration field (<i>Progress report</i>)		
5	One national consultation of the JISBs with the organizations / government and non-government institutions from the country on addressing women migrant workers issues (<i>Progress Report</i>)		Up to 1 day, by 20 September
6	Presenting the final report which will include all the information collected in the process of mapping, during consultations and other interventions during the contract period, along with the lessons learned. <i>Final Report</i>	Installment III: 40%	By 30 September 2015
	TOTAL	100%	Total up 60 days during 1 July – 30 September 2015

The company will provide progress reports of the activities undertaken. The final report must contain a compartment on lessons learned. All reports and materials, including photos (electronic version) need to be presented to UN Women in Romanian and in English, in electronic form (MS environment) and hard copies.

MANAGEMENT ARRANGEMENTS

Organizational Setting

The selected company/NGO will work under direct supervision and guidance of UN Women WMW Program Manager, in collaboration with the Ministry of Labour, Social Protection and Family.

Contractual arrangements

The selected company/NGO shall sign an institutional contract with UN Women correspondingly for stipulated assignment, as stated above.

Contributions

UN Women WMW Project will put at the consultant's disposal the Project Documents, available Reports (SocioPolis report on the needs and necessities of women migrant women), as well as other documents and reports to better perform and achieve the proposed objectives.

Financial arrangements

The payment will be disbursed in 3 installments in total, as stipulated in the table above, upon submission and approval of activity reports and certification by the Programme Management that the services have been satisfactorily performed.

Timeframe

The company is expected to start on 1 July 2015 and to finish this assignment by 30 September 2015.

Performance evaluation

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

Travel

The Company will be responsible for **all travel expenses** associated with undertaking this assignment, **including those of in-country travel**. All travels shall be coordinated with UN Women WMW Project and shall be included in the total contract amount of the contractor.

Thus, the company shall include in the financial proposal travel costs associated with travelling across the country reaching the points of North, South and Center.

All logistical arrangements pertaining to travel, organization of the three local consultations and one national consultation, and other related logistics shall be borne by the company and the costs shall be included in the financial proposal.

REQUIREMENTS to ORGANIZATIONS

In order to be able to accomplish the present assignment, the Company and its Consultants involved in the present assignment will have to meet the following requirements:

Company/NGO:

- Legal status of NGO or Consulting Company;
- Knowledge and relevant experience in the domain of gender, migration and human rights;
- At least 5 years of work experience in the area of service provision, research and assessments in the relevant field;
- Proven experience of working with government and/or international organizations;
- Possesses technical and human resources for successful implementation of the assignment and/or has capacities to subcontract external consultants or NGOs/companies;

The following qualification criteria will be applied during the selection of the consultants:

The organization of the task team is of ultimate importance. The required experience of the project team shall be explicitly described in their CVs. The team must include at least 2 team members (**consultants**) with experience in the domain of gender, migration and human rights.

The following qualification criteria will be applied during the selection of the consultants:

Team leader:

- Bachelor University degree in economics, social, sociology, finance, statistics or other related fields;
- 5 years of proven experience of research and analysis in the social, economic or other related fields;
- Excellent analytical skills, ability to synthesize and clearly present complex processes and issues to service the information needs of diverse audiences;
- Excellent writing skills, ability to write in a structured, lucid and concise manner, without losing the depth of the substance;
- Good knowledge of the migration & gender concepts;
- Previous similar work experience working for international organizations and/or governmental programmes concerning related field;
- Good organizational, analytical, problem solving, interpersonal and communication skills;
- Fluency in written and spoken Romanian and Russian; knowledge of English would be an advantage.

Experts (team member):

- Bachelor University degree in economics, social, sociology, finance, statistics or other related fields;
- 3 years of proven experience of research and analysis in the social, economic or other related fields;
- Excellent analytical skills, ability to synthesize and clearly present complex processes and issues to service the information needs of diverse audiences;
- Excellent writing skills, ability to write in a structured, lucid and concise manner, without losing the depth of the substance;
- Fluency in written and spoken Romanian and Russian; knowledge of English would be an advantage

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

Annex III

Evaluation Methodology and Criteria

Cumulative Analysis Methodology: A proposal selected on the basis of *cumulative analysis* where total score is obtained upon a combination of the weighted technical and financial attributes.

A two-stage procedure will be utilized in evaluating of the proposals; the technical proposal will be evaluated with a minimum pass requirement of 70% of the obtainable 700 points assigned for technical proposal. A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 70% of the obtainable score of 700 points prior to any price proposal being opened and compared. The financial proposal will be opened only for those entities whose technical proposal achieved the minimum technical threshold of 70% of the obtainable score of 700 points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration.

The total number of points which a firm/institution may obtain for its proposal is as follows:

- Technical proposal: 700 points
- Financial proposal: 300 points
- Total number of points: 1000 points

Evaluation of financial proposal:

In this methodology, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion.

A formula is as follows: $p = y (\mu/z)$

Where:

- p = points for the financial proposal being evaluated
- y = maximum number of points for the financial proposal
- μ = price of the lowest priced proposal
- z = price of the proposal being evaluated

The contract shall be awarded to the proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal.

Evaluation of technical proposal:

The technical proposal is evaluated and examined to determine its responsiveness and compliancy with the requirements specified in this solicitation documents. The quality of each technical proposal will be evaluated in accordance with the following technical evaluation criteria and the associated weighting (total possible value of 700 points):

Expertise and Capability of Proposer			Points obtainable
Expertise of organization submitting proposal			
1.1	Reputation of Organisation and Staff (Competence / Reliability) in conducting similar assignments. Litigation and Arbitration history. Legal status of NGO or Consulting Company		45
1.2	General Organisational Capability which is likely to affect implementation (i.e. number and type of products similar to the one requested in ToR produced in the past)		40
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)		10
1.4	Quality assurance procedures, warranty		15
1.5	Relevance of:		30
	- Knowledge and relevant experience in the domain of gender, migration and human right	10	
	- Experience on Similar Programme / Projects	10	
	- Work for other UN agencies/ major multilateral/ or bilateral programmes/government/ international organization	10	
1.6	Proven work experience in the area of service provision, research and assessments in the relevant field		70
	- minimum 5 years	40	
	- 5-7 years	50	
	- more than 7 years	70	
			210

Proposed Work Plan and Approach		Points obtainable
Proposed methodology		
2.1	To what degree does the Offeror understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	20
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	50
2.5	Is the conceptual framework adopted appropriate for the task?	50
2.6	Is the scope of task well defined and does it correspond to the TOR?	110
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70
		350
Resource Plan, Key Personnel		Points obtainable
Qualification and competencies of proposed personnel		
3.1	Team leader:	75
	Education and general qualification: Bachelor University degree in economics, social, sociology, finance, statistics or other related fields	10
	Proven experience of research and analysis in the social, economic or other related fields (minimum 5 years – 10 p.; 5-7 years – 20 p; more than 7 years – 30 p.)	30
	Excellent analytical skills, ability to synthesize and clearly present complex processes and issues to service the information needs of diverse audiences	5
	Previous similar work experience working for international organizations and/or governmental programmes concerning related field	5
	Excellent writing skills, ability to write in a structured, lucid and concise manner, without losing the depth of the substance;	5
	Good knowledge of the migration & gender concepts	5
	Language Qualifications (Romanian – 5, Russian -5, English -5)	15
3.2	Team members/ experts	65
	Education and general qualification: Bachelor University degree in economics, social, sociology, finance, statistics or other related fields;	10
	Proven experience of research and analysis in the social, economic or other related fields: (minimum 3 years – 10 p.; 3-5 years – 20 p; more than 5 years – 30 p.)	30
	Excellent analytical skills, ability to synthesize and clearly present complex processes and issues to service the information needs of diverse audiences;	5
	Excellent writing skills, ability to write in a structured, lucid and concise manner, without losing the depth of the substance	5
	Fluency in written and spoken Romanian and Russian; knowledge of English would be an advantage	15
		140
70% of 700 pts = 490 pts needed to pass technical		700

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 70 % of the obtainable score of 700 points for the technical proposal.

Annex IV

Format of Technical Proposal

Technical Proposals not submitted in this format may be rejected.

Financial Proposal must be submitted in separate envelope or email address where electronic submission is allowed.

Proposer is requested to include a half page value statement indicating why they are most suitable to carry out the assignment.

Name of Proposing Organization:	
Country of Registration:	
Type of Legal entity:	
Name of Contact Person for this Proposal:	
Address:	
Phone:	
Fax:	
E-mail:	

Section A: Expertise and Capability of Proposer

1.1 Organizational Architecture

- Background: Provide a brief description of the organization submitting the proposal, including if relevant the year and country of incorporation, types of activities undertaken, and approximate annual revenue.
- Financial capacity: The Proposer shall demonstrate its financial capacity and reliability with regard to the requirements of the Terms of Reference, which can be established by supporting documentation including for example the most recent Audited Financial Statements duly certified by a public accountant.

1.2 Adverse judgments or awards

- Include reference to any adverse judgment or award.

1.3 General Organizational Capability

- Outline General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of project management support e.g. project management controls, global networking, financial stability).
- Include a description of past and present experience and relationships that have a direct relationship to the performance of the TOR. Include relevant collaborative efforts the organization may have participated in.
- Explain any partnerships with local or other organizations relevant to the performance of the TOR. Special attention should be given to providing a clear picture of roles, responsibilities, reporting lines and accountability. Letters of commitment from partners and an indication of whether some or all have worked together previously.

1.4 Subcontracting

- Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of roles, responsibilities, reporting lines and accountability.

1.5 Quality assurance procedures, risk and mitigation measures

- Describe the potential risks for the performance of the TOR that may impact achievement and timely

completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks. Provide certificate (s) for accreditation of processes, policy e.g. ISO etc.

1.6 Relevance of Specialized Knowledge and Experience on Similar Projects

- Detail any specialized knowledge that may be applied to performance of the TOR. Include experiences in the region.
- Describe the experience of the organization performing similar goods/services/works. Experience with other UN organizations/ major multilateral / or bilateral programmes is highly desirable.
- Provide at least 3 references

Project	Client	Contract Value	Period of performance (from/to)	Role in relation to the undertaken to goods/services/works	Reference Contact Details (Name, Phone Email)
1-					
2-					
3-					

Section B: Proposed Work Plan and Approach

2.1 Analysis approach, methodology

- Provide a description of the organization’s approach, methodology, and timeline for how the organization will achieve the TOR.
- Explain the organization understands of UN Women’s needs for the services.
- Identify any gaps/overlaps in UN Women’s coverage based on the information provided.
- Describe how your organization will adhere to UN Women’s procurement principles in acquiring services on behalf of UN Women.
- UN Women’s general procurement principles:
 - a) Best Value for money
 - b) Fairness, integrity and transparency
 - c) Effective competition
 - d) The best interests of UN Women

2.2 Management - timeline, deliverables and reporting

- Provide a detailed description of how the management for the requested goods/services/works will be implemented in regard to the TOR

2.3 Environment-related approach to the service/work required

- Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

Section C: Resource Plan, Key Personnel

3.1 Composition of the team proposed to perform TOR, and the work tasks (including supervisory)

Describe the availability of resources in terms of personnel and facilities required for the TOR. Describe the structure of the proposed team/personnel, and the work tasks (including supervisory) which would be assigned to each. An organigram illustrating the office location (city and country), reporting lines, together with a description of such organization of the team structure, should be submitted.

3.2 Gender profile

- Proposer is strongly encouraged to include information regarding the percentage of women employed in Proposer’s organization, women in leadership positions, and percentage of women shareholders. This will *not* be a factor in the evaluation criteria; UN Women is collecting this data for statistical purposes in support of UN Women’s core mandate.

- Proposers are also requested to sign the Voluntary Agreement for Promoting Gender Equality in the Workplace.

Provide Curriculum vitae of the proposed personnel that will be involved either full time or part time.

Highlight the relevant academic qualifications, specialized trainings and pertinent work experience.

Substitution of key personnel shall only be permitted in accordance with section 2.4 of the General Conditions of Contract.

Please use the format below, with each CV no more than THREE pages in length.

Sample CV template:

Name:		
Position for this Assignment:		
Nationality:		
Language Skills:		
Educational and other Qualifications		
Employment Record: [Insert details of as many other appropriate records as necessary]		
From [Year]: _____ To [Year]: _____		
Employer: _____		
Positions held: _____		
Relevant Experience (From most recent; Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the TOR) [Insert details of as many other appropriate assignments as necessary]		
Period: From - To	Name of project/organization:	Job Title, main project features, and Activities undertaken
References (minimum 3)	(Name/Title/Organization/Contact Information – Phone; Email)	

Annex V

Format of Financial Proposal

The Financial Proposal must be prepared as a separate PDF file from the rest of the RFP response as indicated in Clause 3.4.1 of the Instruction to Proposers. The components comprising the total price must provide sufficient detail to allow UN Women to determine compliance of proposal with requirements as per TOR of this RFP. The Proposer shall include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed subcontract/sub-awards (separate breakdown) for the duration of the contract. 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.

In addition, the financial proposal must include, but not necessarily be limited to, the following documents:

1. A summary of the price in words and figures

- i. **Price breakdown:** The price must cover all the services to be provided and must itemize the following:
 - a. An all-inclusive fee rate per working day for each expert to be assigned to the team. The fee rate must include remuneration of each expert, all administrative costs of employing the expert and the margin covering the Proposer overhead and backstopping facilities
 - b. An all-inclusive daily subsistence allowance (DSA) rate for every day in which the experts shall be in the field for purposes of the assignment.
 - c. An all-inclusive amount for necessary international travel and related expenses by the most appropriate means of transport and the most direct economy class practicable route. The breakdown shall indicate the number of round trips per team member.
 - d. An all-inclusive amount for local travel, if applicable.
 - e. If applicable, other costs required for purposes of the assignment not covered in the foregoing or beneath paragraphs such as communication, printing and dispatching of reports to be produced during the assignment, rental and freight of any instruments or equipment required to be provided by the Proposer for the purposes of the services, office accommodation, investigations, surveys, etc.
 - f. Summary of total cost for the services proposed.
- ii. **Schedule of payments:** Proposed schedule of payment might be expressed by the Proposer, and payment will be made by UN Women in the currency of the proposal. The payment schedule must be linked to the delivery of the outputs specified in your technical component.

All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.

NOTE: In case two (2) proposals are evaluated and found to be the same ranking in terms of technical competency and price, UN Women will award offer to the company that is either women owned or has women in majority shareholding in support of UN Women's core mandate. In the case that both companies are women owned or have women in majority shareholding, UN Women will request best and final offer from both proposers and shall make a final comparison of the competing proposers.

Financial Proposal: Ref. RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women

A. Cost Breakdown per Deliverables

	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)	Delivery time/time period (if applicable)
1	Methodology and tools for the mapping exercise and assessment of capacity building needs developed and presented. <i>(Progress report)</i> Mapping of organizations / government and non-government institutions from the country, which provide information / services for migrants, or those actors whose activity is related to migration. Development of the capacity building plan. <i>(Progress report)</i>	30 %		
2	Three local/ regional consultations with the participation of JISBs and organizations / government and non-government institutions from the country, which provide information / services for migrants, or those actors whose activities are related to migration field <i>(Progress report)</i> One national consultation of the JISBs with the organizations / government and non-government institutions from the country on addressing women migrant workers issues <i>(Progress Report)</i>	30 %		
3	Presenting the final report which will include all the information collected in the process of mapping, during consultations and other interventions during the contract period, along with the lessons learned. <i>(Final Report)</i>	40 %		
		100%	USD	

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 in order to assess value for money as well as the calculation of price in the event that both parties agreed to add new deliverables to the scope of Services.

Description	Quantity	Number of Unit	Unit Cost (USD)	Total Cost (USD)
Team Leader	1 person	Day/week/month		
Team Member	XX person	Day/week/month		
Operational cost Please detail the following: 1. Local transportation 2. Any relevant overhead costs (report preparation, communication, stationary, etc.)	Per km 1 lump sum			

Description	Quantity	Number of Unit	Unit Cost (USD)	Total Cost (USD)
Technical assistance and capability building (working group meeting, etc)	1 lump sum			
Other				
TOTAL				

[Note: This spreadsheet should be accompanied by a short narrative summary that explains the figures supplied and that adds any relevant information that has been used to make the calculations.]

Signature of Financial Proposal

The Financial Proposal should be authorized and signed as follows:

"Duly authorized to sign the Proposal for and on behalf of

(Name of Organization)

Signature/Stamp of Entity/Date

Name of representative:

Address:

Telephone/Fax/Email:

Annex VI

Proposal Submission Form

[The Proposer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Solicitation Documents;
- (b) We offer to supply in conformity with the Bid Solicitation Documents the following **consultancy services to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field** and undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
- (c) We offer to supply for the sum as may be ascertained in accordance with the Financial Proposal submitted in accordance with the instructions under the Proposal Instruction Sheet;
- (d) Our proposal shall be valid for a period of 120 days from the date fixed for opening of Proposals in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our proposal is accepted, we commit to obtain a performance security with the instructions under the Proposal Instruction Sheet;
- (f) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries _____ *[insert the nationality of the Proposer, including that of all parties that comprise the Proposer]*
- (g) We have no conflict of interest in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UN Women, in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (i) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Proposal Submission Form]*

Name: _____ *[insert complete name of person signing the Proposal Submission Form]*

Duly authorized to sign the proposal for and on behalf of: _____ *[insert complete name of Proposer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Voluntary Agreement

Voluntary Agreement for Promoting Gender Equality in the Workplace

Between

(Name of the Contractor)

And

The United Nations Entity for Gender Equality and the Empowerment of Women

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 (hereinafter referred to as “UN Women”) strongly encourages (Name of the Contractor) (hereinafter referred to as the “Contractor”) to partake in achieving the following objectives:

- Acknowledge values in UN Women;
- Provide data (policies and initiatives) to promote gender equality and women empowerment upon request
- Participate in dialogue with UN Women to promote gender equality and women empowerment in their location, industry and or organization;

On behalf of the Contractor:

Name, Title, Address, Signature

Date:

Annex VIII

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 42nd Street, New York, NY 10017, USA (hereinafter referred to as “UN Women”);

and

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

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

WITNESSTH

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

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

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

Article 1

Contract Documents

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

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

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

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

[1.1.4 *Form of Performance Security*]; [and]

[1.1.5 *other annexes that may be relevant*]

1.2 The Contract Documents are complementary of one another but,

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

[1.2.4 *Fourth, Annex C;*]

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

[1.2.6... *other Annexes*]

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

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

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

Article 2

Effective Date and Term

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

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

Article 3

Representations and Warranties

3.1 The Contractor represents and warrants that:

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

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

Article 4

Obligations of the Contractor

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

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

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

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

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

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

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

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

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

4.9 The Contractor shall at all times keep the premises free of accumulation of waste materials or rubbish caused by its operations. At the completion of the Services, the Contractor shall remove all its waste materials, rubbish, tools, equipment, machinery and surplus

materials from, on and around the premises. If the Contractor fails to clean up the premises upon the completion of the Services, the UN may do so, and the Contractor shall be liable for the costs thereof.

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

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

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

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

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

4.15 In addition to its obligations under Article 20 (Audits and Investigations) of the General Conditions, the Contractor shall promptly notify UN Women of any legitimate suspicion on the part of the Contractor of fraudulent or corrupt activities or other wrongdoing by UN Women personnel, Contractor's personnel (including its agents or subcontractors) or by other third parties through UN Women. Such notification shall be sent to UN Women in accordance with Article 18 (Notices) of this Contract. The Contractor acknowledges and agrees that this Article 4.15 is an essential term of the Contract and that any breach of this provision shall entitle UN Women to terminate the Contract or any other contract with UN Women immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

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

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

Article 5

Contract Price

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

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

5.3 Without prejudice to or limiting the provisions of Article 18 (Tax Exemption) of the General Conditions, the fee for the Services provided hereunder is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, including, all taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity.

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

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

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

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

Article 6

Submission of Invoices

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

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

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

Article 7

Time and Manner of Payment

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

- (a) Name of Bank:
- (b) Bank Address:
- (c) Bank ID:
- (d) Account No:
- (e) Title/name:
- (f) Currency of Payment:
- (g) Currency of Bank Account:
- (h) Type of Account:

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

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

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

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

7.6 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that UN Women may have under this Contract, UN Women shall have the right, without prior notice to the Contractor, any such notice being waived by the Contractor, upon any amounts becoming due and payable hereunder to the Contractor, to set off, against any amount payable by UN Women under this Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UN Women to the Contractor) owing by the Contractor to UN Women hereunder or under any other contract or agreement between the Parties. UN Women shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

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

Article 8

Review; Improper Performance

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

8.2 If any Services performed by the Contractor do not conform to the requirements of this

Contract, without prejudice to and in addition to any of UN Women's other rights and remedies under this Contract or otherwise, UN Women shall have the following options, to be exercised in its sole discretion:

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

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

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

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

Article 9

Special Conditions

Advance Payments

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

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

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

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 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: _____

Annex IX

General Conditions of Contract

The GCs can be accessed by Proposer from UN W website by clicking on the below link.

For [Services \(Available from this link](#)

<http://www.unwomen.org/~media/Headquarters/Attachments/Sections/About%20Us/Procurement/UNwomen-GeneralConditionsOfContract-Services-en.pdf>)

Annex X

Ref. RFP15/01010: Local company/NGO to undertake mapping of local organizations, governmental and non-governmental institutions active in migration field /UN Women

JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

(to be completed and returned with your technical Proposal or Bid. The Bid/Proposal is submitted as a Joint Venture/Consortium/Association)

JV's Party legal name:	<i>[insert JV's Party legal name] {Attach original copy of document of incorporation/registration of the JV, in accordance with Clause 3 (Eligible Proposers)}</i>
JV's Party Country of Registration:	<i>[insert JV's Party country of registration]</i>
JV's Party Year of Registration:	<i>[insert JV's Part year of registration]</i>
JV's Party Legal Address in Country of Registration:	<i>[insert JV's Party legal address in country of registration]</i>
Consortium/Association's names of each partner and contact information	(inset name, address, telephone numbers, fax numbers, e-mail address)
Consortium/Association Agreement	[attach agreement]
Name of leading partner (with authority to bind the JV, Consortium/Association during the Bidding process and, in the event a Contract is awarded, during contract execution)	[insert name, address, telephone/fax or cell number, and the e-mail address]

Signatures of all partners:

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

Name of partner: _____
Signature: _____
Date: _____

Name of partner: _____
Signature: _____
Date: _____

Name of partner: _____
Signature: _____
Date: _____

Name of partner: _____
Signature: _____
Date: _____

Annex XI

Submission Checklist

For submissions by courier mail/hand delivery:

- **Outer envelope containing the following:**
 - Proposal submission form
 - Joint Venture Form (if in a joint venture)
 - Inner envelope containing technical proposal
 - Second inner envelope containing Financial Proposal

- **For email submissions:**
 - Technical Proposal PDF sent to E-mail address specified in Invitation Letter, includes:
 - Technical Proposal
 - Proposal submission form
 - Joint Venture Form (if in a joint venture)
 - Financial Proposal PDF sent to E-mail address specified in Invitation Letter

Model Form of contract has been read and understood

General Conditions of Contract have been read, understood and accepted