

Request for Proposal (RFP)

Date: 27 February 2015

Dear Sir/Madam,

Subject: RFP15/00959: Local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations women leaders/UN Women

1. You are requested to submit a proposal for consultancy services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. Terms of Reference (TOR) (Annex II)
 - iii. Proposal Submission Form (Annex III)
 - iv. Price Schedule (Annex IV)
 - v. Joint Venture Form (Annex V)
 - vi. Proposed Copy of Contract (Annex VI)
 - vii. General Conditions of Contract (Annex A)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach UN Women office no later than **20 March, 2015, 13.00, local time.**

Offers can be submitted either in hard copy or electronically.

- a) Documents/offers in hard copy need to be addressed to:

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

- b) Offers sent electronically need to be addressed to the following e-mail address:

tenders-Moldova@undp.org

Offers shall be clearly marked with **"RFP15/00959: Local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations women leaders/UN Women"**

Contact person for clarifications: Lilia Tulea, WMW Project Manager, UN Women, lilia.tulea@unwomen.org

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

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

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



Yours sincerely,

**Ulziisuren Jamsran
Country Representative
UN Women Moldova**

Instructions to Offerors

A. Introduction

1. General

UN Women seeks a local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations' women leaders.

The assignment will be performed according to the terms of reference (ToR) contained in the Annex II herewith. The Contract will be awarded to the Company with the best proposal, i.e. the proposal that will have the highest score according to the evaluation criteria stipulated under p.21 of Instructions to Offeror.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, UN WOMEN will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UN WOMEN entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UN WOMEN entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UN WOMEN entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UN WOMEN entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UN WOMEN entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

(a) Proposal submission form;

(b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements and shall contain the following documents:

- Company profile (containing the description of relevant experience, human resources, technical and managerial capacity in the related field);

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

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UN WOMEN entity.

(b) Resource plan

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

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in USD and shall be VAT exclusive. 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

11. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UN WOMEN entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN WOMEN entity on the grounds that it is non-responsive.

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

12. Format and signing of proposals

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

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

13. Payment

UN WOMEN shall effect payments to the Contractor in national currency at UN Operational Rate of Exchange, after acceptance by UN WOMEN of the invoices submitted by the contractor, upon achievement of the corresponding milestones

D. Submission of Proposals

14. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to –

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

and,

- marked with – **"RFP15/00959: Local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations women leaders/UN Women"**
- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UN WOMEN entity will not assume responsibility for the Proposal's misplacement or premature opening.

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

tenders-Moldova@undp.org

The first e-mail message shall contain the information specified in Clause 8 (*Proposal form*) above and shall have the following subject: **"Technical Proposal for RFP15/00959: Local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations women leaders/UN Women."**

The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **"Financial Proposal for RFP15/00959: Local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations women leaders/UN Women"**.

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

Having prepared the Proposal in paper format as specified in Clause "D. Submission of Proposals" hereof, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails.

The Subject line of the E-mail(s) should state: **"Technical Proposal for RFP15/00959: Local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations women leaders/UN Women"** and separate email **"Financial Proposal RFP15/00959: Local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations women leaders/UN Women"** – DO NOT OPEN IN ADVANCE.

The opening of the financial proposal must be secured with the password protected ZIP archive by the Offeror, which will be given to the procuring UN Women entity upon its request after the completion of the technical proposals evaluation.

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

15. Deadline for submission of proposals

Proposals must be received by the procuring UN WOMEN entity at the address specified under clause *Sealing and marking of Proposals* no later than **20 March, 2015, 13.00, local time**.

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

16. Late Proposals

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

17. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

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

19. Clarification of proposals

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

20. Preliminary examination

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

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

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

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

21. Evaluation and comparison of proposals

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

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

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

The **cumulative analysis scheme** will be applied with a total score being obtained upon the combination of weighted technical and financial attributes. An Offeror's response to the solicitation document is evaluated and points are attributed based on how well they meet the defined desirable criteria. Cost under this method of analysis is rendered as an award criterion, which will be 30% out of a total score of 1000 of all the desirable factors of the RFP. The contract will be awarded to the offeror obtaining the highest cumulative score. The following formula will be applied in calculating the cumulative score:

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

where

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

C – is the price of the evaluated proposal; and

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

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Management Plan Expertise of Firm / Organisation submitting Proposal	30%	210					
2.	Proposed Methodology Proposed Work Plan and Approach	50%	350					
3.	Resource Plan Personnel	20%	140					
	Total		700					

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1			Points obtainable	Company / Other Entity				
				A	B	C	D	E
Management Plan								
Expertise of firm / organisation 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					
	- Specialized Knowledge in the domain of gender, migration and human rights	10						
	- Experience on Similar Programme / Projects	10						
	- Work for other UN agencies/ major multilateral/ or bilateral programmes/government/ international organization	10						
	Proven cumulative experience in the domain of gender, migration and human rights; in design of evaluations, including sampling, design of questionnaires, field work and interviews, data collection and processing, analytical work		70					
	- minimum 5 years	40						
	- 5-7 years	50						
	- more than 7 years	70						
			210					

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Proposed Methodology								
Proposed Work Plan and Approach								
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					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
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					

Technical Proposal Evaluation Form 3				Points Obtainable	Company / Other Entity				
					A	B	C	D	E
Resource Plan									
Personnel									
3.1	Team Leader		Sub-Score	75					
	Education and general qualification: - Advanced degree in sociology or demography or related areas relevant for the assignment - Complementary studies in economics and/or statistics will be an advantage		10						
	Prior experience of team/group leader/manager in undertaking similar exercise in social research areas:		30						
	- minimum 5 years	10							
	- 5-7 years	20							
	- more than 7 years	30							
	Proven experience in developing analytical works in migration and gender related fields would be an asset		5						
	Previous experience in conducting national and international research (National – 3; international -2)		5						
	Experience in working with international organizations and UN agencies in particular		5						
	Strong analytical, writing and communication skills		5						
	Good knowledge of the migration & gender concepts		5						
	Language Qualifications (English- 5; Romanian – 5)		10						
			75						
	3.2	Team members/ experts		Sub-Score	65				
Education and general qualification: - Degree in sociology or demography or related areas relevant for the assignment - Complementary studies in economics and/or statistics will be an advantage		5							
Prior experience in undertaking similar exercise in social research areas:		30							
- minimum 3 years		10							
- 3-5 years		20							
- more than 5 years		30							
Proven experience in developing analytical works in migration and gender related fields would be an asset		5							

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Previous experience in conducting national and international research (national – 3; international – 2)	5						
Experience in working with international organizations and UN agencies in particular	5						
Strong analytical, writing and communication skills	5						
Good knowledge of the migration & gender concepts	5						
Language Qualifications	5						
	65						
Total Part 3		140					

F. Award of Contract

22. Award criteria, award of contract

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

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

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

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

24. Signing of the contract

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

Failure of the successful Offeror to comply with the requirement of Clause 24 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

25. Vendor Protest

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

Terms of Reference

For local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations women leaders

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

Location: Chisinau, Moldova

Primary category: Protecting 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 April, 2015

Expected duration of assignment: 1 April, 2015 – 31 July, 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 latter'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.

Against the above overall and specific objectives, it is expected that the project will have the following results:

Expected Result 1: Relevant, high quality knowledge products, advocacy and capacity building tools/materials are produced, strategically disseminated and effectively influence the action's advocacy and capacity strengthening initiatives

Expected Result 2: Enhanced capacity and accountability of relevant Treaty Bodies, UPR and Special procedures mandate holders to women migrant worker's rights in pilots.

Expected Result 3: Key Global and regional intergovernmental processes address women migrant worker's rights in their official deliberations and outcomes.

Expected Result 4: Enhanced capacity and accountability of governments, national oversight mechanisms-Parliaments, national human rights mechanisms and institutions to women migrant workers' rights.

Expected Result 5: Enhanced capacity of women migrant worker's organizations and/or their support groups to effectively engage with the action's above-mentioned target groups to ensure accountability to them.

RATIONALE & JUSTIFICATION

It was found that there is a lack of capacity of women migrant workers organizations to engage effectively with international human rights mechanisms, national oversight mechanisms and governments to address their concerns. Migrant Workers organizations have become increasingly vocal about protection of rights, with variations across pilots, but the need to effectively address the gender equality and women's rights dimensions of migration remains a consistent concern.

While women migrant worker's organizations are strongest in the Philippines and have made perceptible dent in policy formulation and implementation, including on particular sectors of migrant workers like domestic workers, challenges in effective implementation and co-ordination between different sets of migration stakeholders are high. In Mexico, women migrant workers organizations have raised concerns, particularly on migrant domestic workers, but have been less successful than the Philippines in getting the gender equality and women's rights dimensions of migration. In Moldova, Women migrant worker's organizations are at an extremely nascent stage of development.

Thus, on one hand there is need for women migrant workers from Moldova to enhance their substantive understanding and application of the gender equality and women's rights dimensions of labour and migration policies, regulatory, planning frameworks and budgets; to improve their advocacy, monitoring skills and organizing capacity, which will further lead to the creation of a strong and sustainable Women Migrant Workers' Organization in Moldova, and on another hand, to identify their immediate needs, priorities and key issues to be actively promoted, advocated and raised with the government, Parliament, human rights machinery, and regional and international processes.

In order to facilitate this, and lay foundation for the inception phase of the creation of WMW Organization, UN Women organized a series of at least 3 local consultations with women migrants to identify their needs and key issues and priorities, and one round table in Chisinau, with participation of women migrants and women leaders of Diaspora associations abroad. The results of these consultations revealed that one of the commonly voiced priorities by all participants was the need of association and creation of a network/organizations of women migrant from Moldova, and the need to increase the capacities of women leaders of Moldovan associations abroad so they are able to effectively promote and advocate for women migrant workers' rights, both in the country of destination and Republic of Moldova. As a result of the undertaken activities by the WMP project in close collaboration with the Bureau for Relations with Diaspora of the State Chancellery, including the BRD last Congress which took place in the end of 2014, the Women Migrant Workers Organization was created and registered as an association.

SCOPE of WORK

With the overall goal of supporting and developing the capacity building of the migrant women workers organizations inside and outside the country, UN Women WMW Project is planning to subcontract a local company/NGO to undertake a comprehensive mapping of most active diaspora associations abroad, providing assistance and support to women migrant workers, assess their capacity building needs and develop a corresponding Capacity Building Plan to increase their level of knowledge and capacities to effectively promote and advocate women migrant workers' rights with an increased degree of trust in the Diaspora Associations.

This activity will feed the achievement of the AWP under Outcome 2: Women migrant workers' organizations and their support groups effectively engage with strategic international human rights mechanisms, national oversight institutions and governments to ensure greater accountability, Output 2.1 Enhanced capacity of women migrant workers' organizations and/or their support groups to effectively engage with governments, national oversight mechanisms and key intergovernmental processes, Activity 2.1.1 Organize 9 trainings (3 per country) with women migrant workers' organizations and support groups, Sub-activity 2.1.1.2 Develop ToR, initiate competition and subcontract local NGO to undertake the mapping of Diaspora associations abroad dealing with women migrant workers' issues and to develop a Capacity Building Plan for WMW organizations.

OBJECTIVES & TASKS

The overall objective of this assignment is to identify most active diaspora associations abroad providing support to women migrants and assess their needs in building capacities to effectively promote and advocate for women migrant workers' rights, to support and consolidate the created WMW Organization in Moldova.

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

1. Undertake mapping of most active Moldovan diaspora association/communities/initiative/groups abroad, and relevant women's organizations in the country with specific focus on provision of support and services for women migrant;
2. Collect general profile information about each association, upon their consent and agreement, with indication of past and present activities tied to women migrants;
3. Develop a questionnaire, in close collaboration with UN Women WMW Project and other stakeholders, including Bureau for Relations with Diaspora to assess the needs profile in building of capacities of identified associations' communities/initiative/groups leaders, to be used both, electronically and in the field;
4. Organize a series of at least five consultations abroad, in at least five countries with highest numbers of women migrants from Moldova, with identified association communities/initiative/groups leaders and the most active members, for the assessment of their needs in building of capacities and identify the primary services that women migrant workers require in destination countries.
5. Based on the results of the questionnaires and consultations in the field, and questionnaires disseminated electronically, develop a Capacity Building Plan, with indication of specific activities, trainings and workshops, both in the field and on-line, timeframe and participants, for leaders of diaspora associations communities/initiative/groups abroad;
6. Carefully document and aggregate all information resulting from mapping, local consultations and interventions relevant to the assignment, and further present to UN Women in the form of a final report;

APPROACH AND METHODOLOGY

It is expected that the company/NGO will closely work and collaborate with Bureau for Relations with Diaspora on the mapping exercise, which will facilitate with information on existing associations/communities/initiative groups abroad.

It is strongly desired 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:

- Distribution and collection of survey questionnaires;
- Focus group discussions with women migrants and women members of the diaspora in selected and approved localities;
- In-depth interviews with women leaders of diaspora associations/communities/initiative groups abroad and women migrants;
- Review of recent evidence in the specialized literature on diaspora outreach and programming.

Taking into consideration the most popular destination countries for women migrant workers from Moldova, the mapping and the needs assessment in the field should be done at least in the following countries:

- CSI: Russian Federation;
- EU: Italy, Greece, Portugal, Spain;
- Other: Turkey;

Deliverables

Nr.	Deliverable	Tentative percentage of milestone/output t	Tentative timeframe for accomplishment of task
1	Methodology and tools for mapping exercise and assessment of capacity building needs developed and presented.	30%	By end of April 2015
2	Intermediary report on mapping of diaspora associations communities/initiative groups abroad active in working and providing support to women migrants, including contact and profile information presented.	50%	By mid-June 2015
3	Final Report on the assessment of needs profile in capacity building needs of women leaders from diaspora associations abroad, including Capacity Building Plan for 2015-2016 presented	20%	By July 31, 2015
	TOTAL	100%	

The company will provide weekly updates on the progress of the activities undertaken. The final report must contain a compartment on lessons learned. All reports and materials 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 Project Coordinator and in collaboration with the Bureau for Relations with Diaspora, and International Migration Research Centre (IMRC) team. The selected company will have to directly liaise with IMRC, copying all communication to UN Women, on coordinating the methodology, selection of countries, and provide regular feedback as may be required.

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 company/NGO's disposal the Project Documents, available Report on 'Needs and priorities of women migrant workers from the Republic of Moldova', as well as other documents and reports to better perform and achieve the proposed objectives.

Financial arrangements

The payment will be disbursed in 3 instalments in total, as stipulated in the below table, 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 April, 2015 and to finish this assignment by 31 July, 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 abroad**. 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 for undertaking at least 5 travels for up to 2 persons as follows: one travel to Russian Federation (Moscow), one to Italy (city to be determined), one to Greece (city to be determined), one to Spain or Portugal (to be determined) and one to Turkey (Istanbul).

Remark: The presented travel costs should include the price of the flights for the most direct and economic route.

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 and experience on similar programme / projects;
- At least 5 years of proven cumulative experience in the domain of gender, migration and human rights; in design of evaluations, including sampling, design of questionnaires, field work and interviews, data collection and processing, analytical work;
- Work for other UN agencies/ major multilateral/ or bilateral programmes/government/ international organization;

The required experience of the project team shall be explicitly described in their CVs. The team must include:

- a) Team Leader

Education:

- Advanced degree in sociology or demography or related areas relevant for the assignment;
- Complementary studies in economics and/or statistics will be an advantage;
- Other formal education relevant for the assignment;

Experience:

- At least 5 years of proven experience preferably in social research areas;
- Proven experience in developing analytical works in migration and gender related fields would be an asset;
- Previous experience in conducting national and international research;
- Experience in working with international organizations and UN agencies in particular;

Competencies and Skills:

- Strong analytical, writing and communication skills;
 - Good knowledge of the migration & gender concepts;
- Good knowledge of Romanian and English;

b) Team member

Education:

- Degree in sociology or demography or related areas relevant for the assignment;
- Complementary studies in economics and/or statistics will be an advantage;
- Other formal education relevant for the assignment;

Experience:

- At least 3 years of proven experience preferably in social research areas;
- Proven experience in developing analytical works in migration and gender related fields would be an asset;
- Previous experience in conducting national and international research;
- Experience in working with international organizations and UN agencies in particular;

Competencies and Skills:

- Strong analytical, writing and communication skills;
- Good knowledge of the migration & gender concepts;
- Good knowledge of Romanian and English

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

Proposals submission modality:

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

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

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

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services under **RFP15/00959: Local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations women leaders/UN Women** for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We agree to abide by this Proposal for a period of one hundred and twenty (120) days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Dated this day /month of year

(In the capacity of)

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

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

Annex IV
PRICE SCHEDULE

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

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Financial Proposal should include figures for both purchase and lease/rent options. UN WOMEN reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price Schedule: Ref. **RFP15/00959:** Local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations women leaders/UN Women

A. Cost Breakdown per Deliverables

#	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Methodology and tools for mapping exercise and assessment of capacity building needs developed and presented.	30%	
2	Intermediary report on mapping of diaspora associations communities/initiative groups abroad active in working and providing support to women migrants, including contact and profile information presented.	50%	
3	Final Report on the assessment of needs profile in capacity building needs of women leaders from diaspora associations abroad, including Capacity Building Plan for 2015-2016 presented	20%	
	Total	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 for the price reasonability assessment purposes as well as the calculation of price in the event that both parties agreed to add new deliverables to the scope of Services.

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

Annex V

Consortium / Joint venture / Association form

RFP15/00959: Local company/NGO to undertake mapping of Diaspora associations abroad working with women migrants and develop a Capacity Building Plan to increase the capacities of Diaspora associations women leaders/UN Women

JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

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

JV / Consortium/ Association Information	
Name	
Names of each partner and contact information (address, telephone numbers, fax numbers, e-mail address)	
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)	
Proposed proportion of responsibilities between partners (in %) with indication of the type of the Services/Goods/Works to be performed by each	

Signatures of all partners of the JV:

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

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

ANNEX VI

MODEL INSTITUTIONAL SERVICES CONTRACT OR PROFESSIONAL SERVICES CONTRACT

This Contract dated [date] is made

BETWEEN

The UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 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: _____